

# Attendee Terms of Use

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## **WELCOME TO HUMANITIX!**

Hi, we are Humanitix, the charity bringing people together to inspire and invest in humanity. We exist to help people with disability by facilitating access to live events and educating the public. We also support social impact projects by dedicating 100% of our booking fee profits to fund our charity partners, including those that help disadvantaged children.

(Please note that these are our Attendee Terms of Use. If you are an Event Host or you are just visiting our website, please take note of our [Event Host Terms](#) and [Website Terms](#).)

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You are reading these Attendee Terms of Use (**Terms**) because you are using a Humanitix website, console, digital experience, social media platform, mobile site, app, API, widget, or another part of our product or service, including software and content (collectively, our **Websites**) to purchase and/or register for event tickets, and/or make a donation. For easy reference, Humanitix means:

- Humanitix Limited ABN 32 618 780 439 in Australia
- Humanitix New Zealand Charitable Trust NZBN 9429047170568 in New Zealand
- Humanitix USA Limited EIN 36-4956766 in the United States
- Humanitix Scotland Limited SC053996 in the United Kingdom.

We may also refer to Humanitix as **Us**, **Our**, or **We** throughout this document.

The Website Terms of Use are incorporated into these Terms. [Humanitix's Community Guidelines](#) are applicable to you, and are considered incorporated into these Terms. (Some, but not all, of the terms in that document are duplicated in these Terms.) Please be on the lookout for additional terms and conditions displayed with certain uses of our Websites that you may use from time to time as those will also be applicable to you. And, by agreeing to these Terms, you acknowledge you have read the [Privacy and Cookies Notice](#) and [Trademark and Copyright Policy](#) applicable to all Users, Attendees, and Hosts. We may sometimes provide you with Websites that are not described in these Terms, or customised Websites; unless we have entered into a separate, signed agreement that expressly supersedes these Terms, these Terms will apply to those Websites as well.

Please take time to read through these Terms carefully before enjoying the platform, because once you purchase and/or register for a ticket for an Event, or make a donation, you are going to be legally bound. We're in the business of changing the world and these Terms help us protect all that hard work.

## 1. How to Read Our Terms

Here are some extra definitions to help you navigate these Terms with ease:

**Applicable Laws** means all laws or other legal requirements (together, "Law") of the Relevant Jurisdiction, including without limitation all Laws in any way relating to your use of our Websites;

**Attendee** means a Person who purchases and/or registers for ticket(s) through our Websites;

**Event** means a scheduled and ticketed event created by an Event Host and offered through the Websites;

**Event Host** (also referred to as **Host**) means an event creator using the Websites to create, list, or promote events for Attendees using the Websites;

**Intellectual Property Rights** means any and all intellectual and industrial property rights throughout the world including but not limited to rights in respect of, or in connection with patent, copyright (including future copyright and rights in the nature of copyright), trademark, trade name, service mark, service name, brand mark, brand name, logo, domain name, technological innovation, computer software, know-how, event listing, customer and

supplier information, database, designs and any confidential information, whether or not existing now and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions, but not privacy or publicity rights;

**Host Content** means any content that a Host includes in its event listing shared on the Humanitix Websites;

**Person** means any individual, company, trust, entity, partnership, joint venture, association, corporation, body corporate or governmental agency (and people means the same in plural);

**Personal Information** has the meaning given in our [Privacy and Cookies Notice](#);

**Privacy and Cookie Notice** means our [Privacy and Cookies Notice](#) as amended from time to time;

**Relevant Jurisdiction** means the jurisdiction stipulated as the relevant jurisdiction in Section 20;

**Sensitive Information** has the meaning given in our [Privacy and Cookies Notice](#);

**Site Content** means the material, including without limitation information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds, and any other content contained in or delivered via the Websites or otherwise made available by Humanitix in connection with the Websites;

**Third Party Content** means websites, platforms, content, products, and information of other parties including content provided to us by links to sites owned by other parties;

**Trademark and Copyright Policy** means our [Trademark and Copyright Policy](#) as amended from time to time;

**User** means an individual who visits and may engage with the Websites without purchasing a ticket to an Event; once the User purchases and/or registers for a ticket that User becomes an Attendee; once the User signs up for a Hostaccount, that User becomes a Host;

**You** means the person using, browsing or otherwise accessing the Websites; and

**Your Content** means any content that you contribute, provide, post, or make available using the Websites.

## 2. Humanitix Ground Rules

Your use of the Websites constitutes your acknowledgment and acceptance of the following specific requirements and Terms for the Websites. You agree that you will not:

- a) Use the Websites for any illegal purpose, or in violation of any local, state, national, or international law;
- b) Violate or encourage others to violate the rights of third parties, including Intellectual Property Rights;
- c) Post, upload, or distribute any content that is unlawful, defamatory, libellous, or inaccurate;
- d) Interfere in any way with security-related features of the Websites;
- e) Interfere with the operation or any User, Attendee, or Host's enjoyment of the Website, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other Users, Attendees, or Hosts, or attempting to collect Personal Information about Users, Attendees, Hosts, or third parties without their consent;

- f) Access, monitor, extract, or copy any Site Content or information of the Websites using any robot, spider, scraper, or other automated means or any manual process for any purpose without Humanitix's express written permission;
- g) Perform any fraudulent activity, including impersonating any Person, claiming false affiliations, accessing the accounts of other Users, Attendees, or Hosts without permission, or falsifying your identity or any information about you, including age or date of birth; or
- h) Sell or otherwise transfer the access granted herein.

### 3. Registration by Attendees

You become an Attendee when you register for an Event through Humanitix.com. When registering for an event, an Attendee must provide their full name, phone number, and email address, plus any additional information required by the Event Host. Attendees must enter their information each time they register for an event. Humanitix may deny registration for any reason.

### 4. Grant of Nonexclusive License

We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use our Websites solely to browse the Websites and search for, view, register for, or purchase tickets or registrations to an event listed on the Websites. Your use of the Websites must be in compliance with these Terms and in compliance with all Applicable Laws.

Restrictions on Your License. Without limitations on other restrictions, limitations, and prohibitions that we impose (in these Terms or elsewhere), you agree you will not directly or indirectly:

- a) copy, modify, reproduce, translate, localise, port, or otherwise create derivatives of any part of the Websites;
- b) reverse-engineer, disassemble, decompile, or otherwise attempt to discover the source code or structure, sequence, and organisation of all or any part of the Websites;
- c) rent, lease, resell, distribute, use the Websites for other commercial purposes not contemplated, or otherwise exploit the Websites in any unauthorised manner;
- d) remove or alter any proprietary notices on the Websites; or
- e) engage in any activity that interferes with or disrupts the Websites.

Our Intellectual Property and Copyrights. You agree that all Site Content may be protected by copyrights, trademarks, service marks, trade secrets, or other intellectual property and other proprietary rights and laws. Humanitix may own the Site Content or portions of the Site Content may be made available to Humanitix through arrangements with third parties. Site Content included in or made available through the Websites is the exclusive property of Humanitix and is protected by copyright laws. You agree to use the Site Content only for purposes that are permitted by these Terms and any applicable local, state, provincial, national or other law, rule or regulation. Any rights not expressly granted herein are reserved.

Trademarks. The trademarks, service marks, and logos of Humanitix (**Humanitix Trademarks**) used and displayed in connection with the Websites are registered and unregistered trademarks or service marks of Humanitix. Other company, product, and service names used in connection with the Websites may be trademarks or service marks owned by third parties (**Third Party Trademarks**, and, collectively with Humanitix Trademarks, **Trademarks**). The offering of the Websites will not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Websites without the prior written consent of Humanitix specific for each such use.

## 5. Account Security

You may browse the Websites without registering for an account. You may be required to register for an account to use certain features of the Websites, such as reserving or purchasing a ticket. In the event that you register for an account, you agree that your account username may not include the name of another Person with the intent to impersonate that Person, or be offensive, vulgar, or obscene. Your account username and password are personal to you. You are solely responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. For your protection, we recommend you not share your login registration information with anyone else. We will not be liable for any harm related to the disclosure of your username or password or the use by anyone else of your username, password, or account. You may not use any other Person's account without their permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You have no ownership in your account or your username and you may not transfer or sell access to your account. We may refuse registration or cancel an account for any reason.

## 6. Access and Ensuring Acceptable Use

Your Actions on Humanitix. In order to register for or purchase a ticket for an event, you agree to follow certain rules when using the Websites, including the following:

- You must be at least 18 years of age, or the legal age of majority where you reside, to use the Websites.
- You must have not previously been suspended or removed from the Websites.
- You must register for and use the Websites in compliance with Applicable Laws.
- You agree to provide true, accurate, current and complete information about yourself or, if you are using the Websites on behalf of any other Person, for that Person (the **Registration Data**). You also agree to update this Registration Data if it changes using our Edit Information functionality.
- If you are using the Websites on behalf of a company or other entity, you represent and warrant that you have the authority to legally bind that entity and grant Humanitix all permissions and licenses provided in these Terms.

Our Community Guidelines. You agree to abide by [Humanitix's Community Guidelines](#) whenever you use or access our Websites. Please read these carefully, as they affect what types of content and conduct are permitted on and through the Websites.

How to Flag and Process for Review. Our goal is to promote a safe and respectful community. If you learn of any event listing or Site Content that may violate these Community Guidelines or our Terms, please notify us [here](#), and include the event URL. We will review each report, and depending on the nature of the report, we may or may not follow up with you. It's also important to remember that Humanitix encourages a diverse, global community; content that you find offensive or controversial may not violate our Community Guidelines, and may not result in your desired action. We truly value your feedback and the opportunity to hear from our community.

Violations of our Community Guidelines. If we determine that any Attendee violates our Community Guidelines, we may take any action that we determine to be appropriate given the circumstances surrounding the violation. If, in our sole evaluation, we determine that there has been any serious and severe abuse of our Websites, we may also suspend or terminate the associated Humanitix account.

## 7. Fees, Payments, and Refunds

Fees Related to an Event. Accessing the Websites is free. You are only charged fees by a Host when you sell or buy paid tickets to an event. The full amount of fees will always be listed on the checkout page. Humanitix only charges fees to Hosts, however, Hosts decide whether these fees will be **passed along** to Attendees and added as “Fees” on the applicable event checkout page or **absorbed** into the ticket or registration price and paid by the Host out of ticket and registration gross proceeds. The fees charged to Attendees may include certain other charges, including, without limitation, facility fees, royalties, taxes, processing fees, and fulfillment fees. There are no fees for free tickets – free tickets are free of fees. Humanitix does not control (and thus cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing tickets and registrations in foreign currencies or from foreign Persons. Be sure to check with your bank or credit card company prior to engaging in a transaction to understand all applicable fees, credit card surcharges, and currency conversion rates.

Payment. Humanitix offers multiple options for Hosts to process payments from Attendees, including the Humanitix Gateway and third party payment gateways. Attendees must use whatever payment processing method the Host selects. Regardless of the payment method, the Host (rather than Humanitix) has sole liability for refunding Attendees in accordance with the “Refunds” section below, whether or not Humanitix provides the refund on behalf of the Host to the Attendee.

Confirmations. Upon an order being placed by an Attendee and confirmed through Humanitix, Humanitix generates a confirmation email and issues a unique confirmation number for such Attendee's order. The Host agrees to unconditionally accept, honour, and fulfil all ticketing, registration, merchandise, and donation commitments that have been confirmed by Humanitix through the Websites. It is the Host's (and not Humanitix's) sole responsibility to verify an Attendee's confirmation number and/or any applicable event restrictions prior to the applicable event.

Refunds. All transactions are between a Host and its respective Attendees. Event Hosts control their own refund policies with respect to ticket costs, though we ask Event Hosts to ensure that they comply with all minimum requirements under Applicable Laws. We ask that all Attendees contact the applicable Event Host of their Event with any refund requests. If the event is cancelled, does not take place or is materially changed from what was previously advertised or agreed, then the Event Host must provide a refund to the Attendee. The Attendee may escalate their refund claim to Humanitix if the Event Host does not honour its obligations. In any circumstance, Humanitix may at its sole discretion decide to provide a refund to the Attendee, provided that there are funds available within the Event. Please note that if the Host has chosen a third party payment gateway to process payments for their Event, Humanitix is not the merchant on record and therefore we will not have access to the ticket sale funds to provide refunds. Attendees would have to pursue the third party payment gateway for potential refunds.

You acknowledge that should you receive a refund for your ticket from Humanitix or the Event Host, you will discard any ticket that we or any Event Host has delivered, and will not use it (or any copy of it) to attend the Event. Violation of the foregoing constitutes fraud.

If you have received a ticket for which a refund has already been given, the responsibility lies with the original Attendee who has received the refund and should not have given you that ticket. Humanitix will not be held liable under any circumstances for costs and/or damage associated with tickets arising from situations with fraud and/or for damage associated with the purchase of the ticket through non-official means, such as third parties.

Fee Refunds. Humanitix's fees, which are for facilitating the original transaction and ancillary services to the transaction, are non-refundable, except when local consumer protection laws or other Applicable Laws require Humanitix fees to be refunded. In the first instance, it is still the responsibility of the Event Host to ensure compliance with any such laws and all other Applicable Laws as they are responsible for the Event to which the transaction relates. However, Humanitix will provide a direct refund of its fees if required by Applicable Laws.

Ticket Swaps and Resale. All transactions are between a Host and its respective Attendees. Hosts control whether the listed attendee name for a purchased ticket to an event may later be changed to a different name. However, Attendees are prohibited from reselling a ticket purchased on Humanitix for a higher monetary amount than that at which the ticket was originally purchased.

Currencies. Humanitix only provides the Humanitix Gateway for certain currencies and for Hosts in Australia, New Zealand, and the United States. In addition, fees collected in a currency may only be paid out to Hosts in the currency in which they are collected. Humanitix does not provide currency conversion services on its Websites.

## 8. Attendee Terms and Conditions

Hosts are subject to separate terms which are [available here](#). You may encounter separate Event terms created by Hosts on the Websites. Under no circumstances can Event Hosts or other third parties create any obligations for Humanitix outside of these Terms.

## 9. Intellectual Property Ownership

### Your Content.

*Non-Infringement.* You may not upload or distribute content on Humanitix that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements). Additionally, you may not do the following on the Humanitix Websites:

- Remove any copyright, trademark or other proprietary rights notice from the Websites or any material displayed by the Websites, or
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion or aspect of the Websites.

*License.* Humanitix does not make any claim to Your Content. However, you are solely responsible for Your Content. You hereby grant Humanitix a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Your Content, in whole or in part, in any media, for the purpose of operating the Websites (including Humanitix's promotional and marketing Websites, which may include without limitation, promotion of your event on a third party website), and you hereby waive any and all moral right to use the name you submit with Your Content. Notwithstanding the foregoing, Humanitix does not claim, and you do not transfer, any ownership rights in any of Your Content and nothing in these Terms will restrict any rights that you may have to use and exploit Your Content outside of the Websites.

*Your Representations About Your Content.* You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content:

- a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party;
- b) complies with all applicable local, state, provincial, national and other laws, rules and regulations; and



- c) does not violate these Terms.

*Additional Rules About Your Content.* Your Content must be accurate and truthful. Humanitix reserves the right to remove Your Content from the Websites if Humanitix believes in its sole discretion that it violates these Terms, our [Humanitix's Community Guidelines](#), or for any other reason. Humanitix may use your name and logo (whether or not you have made it available through the Websites) for the purpose of identifying you as an existing or past customer of Humanitix both on the Websites and in marketing, advertising and promotional materials. We likewise may preserve Your Content and account information and may also disclose Your Content and account information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- a) comply with legal process;
- b) respond to claims that any of Your Content violates the rights of third parties;
- c) enforce or administer the Terms, including without limitation, these Terms; and/or
- d) protect the rights, property and/or personal safety of Humanitix, its users and/or the public, including fraud prevention.

You understand that the technical processing and transmission of the Websites, including Your Content, may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

Digital Millennium Copyright Act. Where you are based in the United States, if you are a copyright owner or an agent of a copyright owner and you believe that any content on the Sites infringes your copyrights, you may submit a notice pursuant to the Digital Millennium Copyright Act (**DMCA**) by following the directions we provided in our [Trademark and Copyright Policy](#).

## 10. Privacy

We know your Personal Information is important to you and it is important to us too. Our [Privacy and Cookies Notice](#) is incorporated into these Terms and sets out everything you need to know about our commitment to privacy.

## 11. Tax

You acknowledge and agree that you're fully responsible for assessing your own tax obligations and that Humanitix cannot give you tax advice. We encourage you to consult a tax professional if you're not sure what your tax obligations are.

## 12. Gift Vouchers

Hosts may choose to offer Gift Vouchers through the Websites by creating a Gift Voucher page (if the feature is available in your location). Gift Vouchers are redeemable only to Events that Hosts specify.

## 13. Termination

These Terms apply to you as soon as you become an Attendee and continue in effect until they are terminated. There may come a time where either you or Humanitix decides it's best to part ways, as described below. When that happens, these Terms will generally no longer apply. However, as described below, certain provisions will always remain applicable to both you and Humanitix.

Humanitix may terminate your right to use the Websites at any time:

- a) if you violate or breach these Terms;
- b) if you misuse or abuse the Websites, or use the Websites in a way not intended or permitted by Humanitix; or
- c) if allowing you to access and use the Websites would violate any applicable local, state, provincial, national and other laws, rules, and regulations or would expose Humanitix to legal liability.

In addition, Humanitix may at any time, and in its sole discretion, choose to stop offering the Websites, or any particular portion of the Websites, or modify or replace any aspect of the Websites, at any time. We will use reasonable efforts to provide you with notice of our termination of your access to the Websites. You acknowledge and agree that Humanitix will not be liable to you or any third party as a result of its termination of your right to use or otherwise access the Websites.

Except to the extent you have agreed otherwise in a separate written agreement between you and Humanitix, you may terminate your access to the Websites and the general applicability of Terms by deleting your account. If there is a separate agreement between you and Humanitix governing your use of the Websites and that agreement terminates or expires, these Terms (as unmodified by such agreement) will govern your use of the Websites after such termination or expiration.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Websites, except the following sections shall continue to apply: Section 9 ("Intellectual Property Ownership"), Section 13 ("Termination"), Section 14 ("Disclaimer"), Section 16 ("Limitation of Liability"), Section 17 ("Indemnification"), Section 18 ("Dispute Resolution"), Section 19 ("Severability"), Section 21 ("Notices"), Section 24 ("Entire Agreement"), and Section 27 ("Additional Miscellaneous Provisions").

## 14. Disclaimer

We strive to provide our Websites in the way you need them, but there are some things it is important for you to understand that we cannot promise.

To the extent permitted by Applicable Laws, the Websites are provided on an "as is" and "as available" basis. Humanitix expressly disclaims all warranties of any kind, express or implied,

including, but not limited to, implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose. For example, Humanitix makes no warranty that:

- a) the Websites (or any portion of the Websites) will meet your requirements or expectations;
- b) the Websites will be uninterrupted, timely, secure, or error-free; or
- c) the results that may be obtained from the use of the Websites will be accurate or reliable.

Humanitix uses commercially reasonable efforts to ensure that the Websites are available without interruptions and that transmissions are error-free. However, by the nature of the Internet, this cannot be guaranteed. In addition, Humanitix may take some or all of the Websites down for planned repair or maintenance from time to time. Humanitix will use commercially reasonable efforts to notify you prior to such planned repairs or maintenance.

You acknowledge that Humanitix has no control over and does not guarantee the quality, safety, accuracy, or legality of any event or any content associated with an Event (including any Host Content), the truth or accuracy of any information provided by Users, Hosts, or Attendees (including Attendees' personal information shared with Hosts in connection with events), or the ability of any User, Host, or Attendee to perform or actually complete a transaction. Humanitix has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of any third parties whose services Humanitix engages as necessary in order to provide the Websites, that a Host chooses to engage in order to assist with an event, or with whom you otherwise choose to contract when using the Websites.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law.

## 15. Force Majeure

Humanitix shall not be liable for any failure to and/or delay in performing and/or complying with its obligations to Attendees under these Terms as a result of any Force Majeure Event, which means any of the following:

- a) act of God;
- b) health emergency such as a global pandemic;
- c) hostility (whether war is declared or not), civil war, rebellion, revolution, insurrection, act of terrorism, or enemy action;
- d) military or usurped power or confiscation, nationalisation or national, state, and/or local government sanction, regulation, restriction, or emergency (declared or undeclared);
- e) riot, crime, or civil commotion;
- f) unavoidable casualty, fire, or earthquake;
- g) interruption or failure of electricity or utilities, electrical utilities, or mechanical difficulty, inability to obtain labour, lack of materials, strike (regardless of the cause), lockout, work stoppage, or other labor disturbance;

- h) adverse weather condition (e.g., rain, snow, lightning, etc.); or
- i) any other cause or condition, whether similar or dissimilar to any of the foregoing, beyond the reasonable control of Humanitix.

## 16. Limitation of Liability

To the extent permitted by Applicable Laws, or as otherwise set forth herein, Humanitix and any Person associated with Humanitix's provision of the Websites (e.g., an affiliate, vendor, strategic partner or employee) (**Associated Parties**), will not be liable to you or any third party, for:

- a) any indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, opportunity costs, intangible losses, or the cost of substitute Websites (even if Humanitix has been advised of the possibility of such damages); or
- b) Your Content or Host Content.

The maximum aggregate liability of Humanitix is limited to, for Attendees or other Users:

- 1) For Attendees of event(s) who purchased paid tickets, the total amount of all tickets or registrations that you purchased or made through the Websites in the three (3) month period immediately preceding the circumstances giving rise to your claim, or one thousand U.S. dollars (\$1,000) whichever is less, payable in the currency of the Relevant Jurisdiction; or
- 2) For Attendees of free events, Humanitix excludes its liability for all damages or losses.

Nothing in these Terms is intended to exclude or limit any condition, warranty, right, or liability that may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by willful acts, negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those liability and other limitations which are lawful in the Relevant Jurisdiction (if any) will apply to you and our liability shall be limited to the maximum extent permitted by Applicable Laws.

## 17. Indemnification

You agree to cover Humanitix if you cause (directly or indirectly) Humanitix to be the subject of a legal matter, or to face other claims, losses, or expenses, or as otherwise set forth herein, to the extent permitted by Applicable Laws.

You agree to defend, indemnify, and hold harmless Humanitix and each of its respective officers, directors, agents, co-branders, licensors, and other partners and employees, from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with:

- a) your access to, use of, or alleged use of the Websites;
- b) your violation of the Terms or any applicable law or regulation;

- c) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right;
- d) any disputes or issues between you and any third party; or
- e) any other action you take or fail to take.

Humanitix reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

## 18. Dispute Resolution

### General.

Before court proceedings may be commenced, other than for urgent interlocutory relief, the following steps must be taken to attempt to resolve any dispute that arises in connection with these Terms (including any dispute as to the validity, breach or termination of these Terms, or as to any claim in tort, in equity or pursuant to any statute).

### Contact Us First.

If you have a question or concern about the Websites, please contact us first. Our support team will try to answer your question or resolve your concern.

In the unlikely event that our support team is unable to resolve your concerns within 14 calendar days, either of the parties (you or we) may send the other a written formal dispute notice.

### Mediation.

Within 7 calendar days of a formal dispute notice being received, the parties must discuss whether they are willing to refer the dispute to the Resolution Institute for mediation in accordance with the Resolution Institute's Mediation Rules. If the parties agree to engage in mediation, the Resolution Institute may be contacted at:

- Name: Resolution Institute (ACN 008 651 232)
- Address: Suite 602, Level 6 Tower B, Zenith Centre, 821-843 Pacific Hwy, Chatswood NSW 2067
- Email: [infoaus@resolution.institute](mailto:infoaus@resolution.institute)
- Telephone: +61 2 9251 3366

The parties must co-operate with the Resolution Institute as facilitator.

The mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 calendar days of the dispute being referred to the Resolution Institute, by a person appointed by the Chair of Resolution Institute, or the Chair's designated representative.

If the parties do not agree to engage in mediation, or if that mediation is terminated without agreed resolution of the dispute, then either party may begin court proceedings in accordance with Section 20.

This Section 18 will survive termination of these Terms.

## 19. Severability

It is our belief that these Terms do not contain any provision contrary to law. However, if any part of these Terms is determined to be illegal, invalid, or unenforceable, you agree that:

- a) that part shall nevertheless be enforced to the extent permissible in order to effect the intent of these Terms, and
- b) the remaining parts shall be deemed valid and enforceable.

## 20. Applicable Law and Relevant Jurisdiction

Relevant Jurisdiction means New South Wales, Australia.

Each party submits to the non-exclusive jurisdiction of the courts of the Relevant Jurisdiction with respect to any proceedings in connection with these Terms and waives any objection it may have to proceedings being heard by such courts including on the grounds that it is an inconvenient forum.

## 21. Notices

Notices to you may be sent via email or regular mail to the email address associated with your registration as an Attendee. We may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on the Websites.

**If you wish to contact Humanitix or deliver any notice, you can do so at Humanitix, Attn: Legal Department, Level 1, 1-5 Hickson Road, The Rocks, NSW 2000, Australia or via email to [events@humanitix.com](mailto:events@humanitix.com).**

## 22. Modifications to the Terms or Websites

Humanitix reserves the right to modify these Terms from time to time (collectively, **Modifications**). If we believe the Modifications are material, we will inform you about them by doing one (or more) of the following:

- a) posting the changes through the Websites;
- b) updating the “Updated” date at the top of this page; or
- c) sending you an email message about the Modifications.

Modifications that are material will be effective thirty (30) days following the “Updated” date or such other date as communicated in any other notice to you. Modifications that simply

address new functions we add to the Websites or which do not impose any additional burdens or obligations on you will be effective immediately. You are responsible for reviewing and becoming familiar with any Modifications. Your continued use of the Websites following Modifications constitutes your acceptance of those Modifications and the updated Terms. In certain circumstances, Humanitix may seek a Modification to these Terms that will only apply to you. This type of Modification must be accomplished by way of a written or electronic document signed by you and an authorised officer of Humanitix.

Humanitix is constantly evolving our products and Websites to better meet the needs of our Attendees and Hosts. Because of this, we cannot guarantee the availability of certain product features or functionality. Humanitix reserves the right to modify, replace or discontinue any part of the Websites or the entire Websites at any time and at our sole discretion.

## 23. Assignment

We may, without your consent or approval, freely assign these Terms and our rights and obligations under these Terms whether to an affiliate or to another entity in connection with a corporate transaction or otherwise.

## 24. Entire Agreement

Except as otherwise set forth herein, these Terms constitute the entire agreement between you and Humanitix and govern your use of the Websites, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and Humanitix on the subject matter hereof, other than any written agreement for Websites between you and an authorised officer of Humanitix relating to a specified event or events.

## 25. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Websites (**Feedback**). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## 26. Third Party Websites, Linked Accounts, and Third Party Offers

The Websites may provide, or any Users, Attendees, or Hosts may provide, links to other Internet websites or resources. For example, by using any search functionality or address auto-population tools, you are bound by the Google Maps/Google Earth Additional Terms of Use (including the Google Privacy and Cookie Policy). Because Humanitix has no control over such websites and resources, you acknowledge and agree that Humanitix is not responsible

for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Third Party Content, advertising, offers, products, websites or other materials on or available from such websites or resources, or any damages or losses related thereto, even if such websites or resources are connected with Humanitix partners or third-party service providers. For example, if you purchase ticket insurance on Humanitix from a third party, your contractual relationship is with the third-party ticket insurance provider, not Humanitix.

## 27. Additional Miscellaneous Provisions

Our failure to enforce any part of these Terms will not constitute a waiver of our right to later enforce that or any other part of these Terms. No oral waiver, amendment or modification of these Terms will be effective. If any provision of these Terms is found to be unenforceable, that part will be limited to the minimum extent necessary and the other provisions of these Terms remain in full force and effect. Section titles in these Terms are for convenience and have no legal or contractual effect. No employment, independent contractor, agency, partnership, joint venture or other such relationship is created by these Terms. We may translate these Terms into other languages for your convenience. If there is a conflict between the English version and a translated version, the English version will control.

## 28. Australian and New Zealand Consumer Law Amendments

If you are located in Australia or New Zealand and are a Consumer under the definition set forth by either the Australian or New Zealand Consumer Law while using the Websites, then the following amendments to the Terms apply to you (as applicable):

- Section 14 (“Disclaimer”) of the Terms is deleted in its entirety and replaced with the following:
  - To the extent permitted by the Australian or New Zealand Consumer Law, Humanitix hereby expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Nothing herein is intended to remove your rights to statutory guarantees provided by the Australian Consumer Laws to the extent such statutory guarantees are applicable.
  - Humanitix does not assume any responsibility for the content, products, services, actions or inactions of any User, Attendee, Host, or third party before, during and/or after an Event. You acknowledge and agree that Humanitix has no control over and does not guarantee the quality, safety or legality of Events for which tickets are offered through the Websites, the truth or accuracy of any Users, Attendees, or Hosts’ content or listings, or the ability of any User, Attendee, or Host to perform or actually complete a transaction and Humanitix



is not affiliated with, and has no agency or employment relationship with, any third party service provider used in conjunction with the Websites, and Humanitix has no responsibility for the acts or omissions of any such third party. However, Humanitix wants its customers to report any such misconduct in connection with the Websites by contacting us.

- The final sentence of Section 16 ("Limitation Of Liability") of the Terms is replaced with the following:
  - "The foregoing disclaimers shall not apply to the extent prohibited by laws applicable to you, including the Australian or New Zealand Consumer Law, and nothing herein is intended to remove your rights under the Australian or New Zealand Consumer Law, if any. To the extent that Humanitix is required to make certain statutory guarantees under the Australian or New Zealand Consumer Law and is entitled to limit the remedies available to you for breach of such guarantees, Humanitix expressly limits its liability for breach of such non-excludable statutory guarantees to the following remedies:
    - supplying the affected services again; or
    - paying the cost of supplying the services again."

## 29. Questions

If you have any questions, please get in touch with our [Customer Support Team](#).