

Indexic, Inc. Seller Terms of Service

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Overview:

Indexic, Inc. (Indexic) shall provide to our Clients (Seller) an e-commerce link to Indexic's reservation software module that they can incorporate into their own company website. This e-commerce module will allow the Seller to sell tickets to their attraction (known as an event) over the internet without having to establish the necessary merchant accounts or maintain the e-commerce module. Indexic will process the ticket purchase using an encrypted secured socket technology, thus protecting the personal information of our Seller's buyer. Funds will be transferred to the Seller on a scheduled basis. In return for services, Seller agrees to allow Indexic to pass along a service fee to online ticket buyers.

Seller's Responsibilities:

1. The seller is responsible for maintaining their website with information they feel is relevant to describe their events available for ticket purchase. Information can include but is not exclusive to event descriptions, restrictions, pricing, etc.
2. Seller agrees to use Indexic's cloud-based reservation software, areservation.com, to establish their operating calendars and applicable pricing which will allow the Seller to sell event tickets on the e-commerce module supplied by Indexic. Each seller will set up these calendars themselves. All changes to the operating calendar regarding days, times, or pricing, will be made on the reservation software located at www.areservation.com.
3. The seller agrees to include booking links on their website's home page in a prominent position where they are easily seen and accessible. Seller understands that they cannot use Indexic's reservation software module if those booking links are not available on their website(s) or if the booking links are not placed where they are easily seen and accessible. The only exception to this rule is if the seller and Indexic agree upon a monthly fee for the use of the software.
4. Seller agrees to allow Indexic to establish these booking links on their website in order to ensure that the booking links are embedded using industry's best practices and comply with Indexic's standards.
5. The seller agrees that Indexic will not be held responsible for any information that is not entered into the reservation software or is entered incorrectly and thus potentially affecting ticket sales for that event.
6. The seller is responsible for keeping his listings updated with any applicable changes such as coupons, rate changes, schedule changes, etc. The seller will not hold Indexic responsible for lost sales due to his lack of maintaining current information in the reservation software.
7. Seller agrees to supply Indexic with a valid email address for Indexic to use for sending ticket sale notifications and any correspondence. Seller is responsible for ensuring that the email address is operational, that Indexic emails are accepted and not designated as spam and for checking the email address for notifications from Indexic. Seller will not hold Indexic responsible for missed emails due to malfunctions in their email server, incorrect email settings or their non-checking of email.
8. The seller will supply bank account information to Indexic for the successful transference of funds. If the Seller is using their own merchant account, the Seller agrees to collect the service

fees on behalf of Indexic and transfer them to Indexic monthly along with applicable gateway fees.

9. Seller will supply Indexic with a valid credit card number for Indexic to hold on file in case of negative balances in Seller's account due to refunds or charge backs.
10. Indexic's reservation and electronic waiver signing software are proprietary software and belong to Indexic exclusively. Access to this proprietary software is limited to just the Seller and the Seller's employees. Seller agrees to not grant access to any of Indexic's software to anyone outside of the Seller's company. The seller agrees that giving access to anyone outside of his company will result in the immediate termination of all access to the software for all created accounts.
11. The seller is responsible for remitting all sales tax collected to the appropriate government entity. See section on Sales Tax.
12. Sellers using their own traditional merchant account are responsible for reimbursing Indexic for gateway fees incurred on their behalf. The gateway connects Indexic's reservation software to a merchant processor and must be used for online sales to occur. These charges will be billed to the Seller at the end of every month along with any ticket service charges that were collected by the Seller on behalf of Indexic.

Indexic's Responsibilities:

1. Indexic is responsible for providing and maintaining an e-commerce module that allows a Seller to sell event tickets on his web site through an embedded link. This module allows the Seller to enter events, event descriptions, restrictions, and pricing. Seller then establishes times and dates when these events are available for ticket purchase. This information is then displayed on the e-commerce module embedded in the Seller's website.
2. Indexic will enable Seller to establish a unique user ID and password allowing them to access the administrative functions on the reservation software. These administrative functions permit them to add, change and delete events in the reservation software.
3. Indexic will act with due diligence in protecting all information entered by Seller in the reservation software and set up appropriate safeguards in this regard. If unauthorized access to Seller's information does happen through means unforeseen by Indexic, Indexic will act promptly to close this unauthorized access, stop ticket sales on the Seller's reservation software, and contact the Seller and work with them to ensure the proper information is entered into the reservation software. Ticket sales will resume after Seller agrees that event information is accurate. Indexic will not be held responsible for any potential lost income Seller may claim while the reservation software is not operational. Any tickets sold while erroneous information was on the reservation software are the responsibility of the Seller to contact the purchaser and settle with them. Indexic will not be held liable for any erroneous information displayed in the reservation software or for any erroneous transactions that may transpire while the erroneous information is displayed.
4. Indexic will maintain a merchant account which allows Indexic to process credit card transactions for Sellers using the reservation software who do not wish to open up their own

merchant account with Stripe. Seller is encouraged to establish their own merchant account with Stripe to take advantage of the daily payouts.

5. Indexic will notify Sellers via email whenever tickets are purchased for an event.
6. Indexic will make reports available to Sellers for their use in managing their ticket sales.
7. Collected funds through Indexic's merchant account will be transferred to the Seller every Tuesday and Thursday via ACH with delivery to Seller's bank in three days.
8. Indexic allows Sellers to use their own merchant account if that merchant account is part of the merchant network Indexic is connected. If the Seller uses his own merchant account, all proceeds from sales will go into his account, including the service fees that belong to Indexic. Indexic will bill the Seller monthly for the service fees collected on their behalf plus applicable gateway and transaction fees.

Tickets:

Buyers will be able to purchase event tickets directly from the Seller's website. Prior to finishing the credit card transaction, Buyers will be required to acknowledge that the credit card transaction is being processed by Indexic, Inc. and they will accept the charges. Upon completion of the ticket transaction, both the Buyer and Seller will receive email confirmation of the transaction. This email will contain the event name, date and time, Buyer's name, number, and type of tickets purchased, and a reservation number. Seller may require that the Buyer bring a copy of this email with them as proof of purchase when arriving at the event. Indexic is not responsible for ensuring the Buyers maintain a valid email address for the receipt of their ticket transaction or for guaranteeing that the email receipt is received by the Buyer.

Identity Verification:

Identity verification of each Buyer who purchases tickets from Seller using Indexic's reservation software module is not performed by Indexic. Seller will not hold Indexic responsible for lost income resulting from ticket sales made using the reservation software by Buyer's using fraudulent or stolen identities and credit cards. The seller acknowledges that there is a risk of fraudulent transactions when executing transactions over the internet and accepts all liabilities that may arise because of these transactions.

Service Fee to the Customer Pricing:

As payment for use of its' software, Indexic will add a service fee on all items processed online through Indexic's shopping cart. This fee is paid by the Seller's customers. This includes Partner company websites and OTA connections such as Trip Advisor and Get Your Guide. The service fee is 6% of the shopping cart; not including any taxes applicable to the items in the shopping cart. Service fees will be subtracted from the total proceeds collected for the Seller. The remaining amount will be credited to the Seller's account balance. If Indexic deems it necessary, a Point-of-Sale transaction fee up to 6% may be applied to all internal transactions processed through the software. If the Seller is using his own merchant provider, then Indexic will bill the Seller bi-monthly for the service fees collected. Service fees can change at any time with or without notification from Indexic to the seller.

Monthly Service Fee Pricing:

For businesses who do not want to use the Service Fee Pricing model, Indexic will charge them a monthly service fee to use their reservation software. There are 2 different monthly service fee pricing models:

1. Seller signs a year contract, and the monthly pricing is discounted due to the contract. All contracts are for 12 months, and the Seller will pay the monthly service fee for all 12 months regardless of the number of months they operate. The contract will auto renew unless the Seller contacts Indexic in writing that they wish to discontinue service. This notice must be received 30 days prior to the end of the contract. A cancellation of service after completion of the contract term will follow the process detailed in the section titled "Cancellation of Service". If the Seller cancels service prior to the end of the contract term, the Seller is responsible for paying the monthly fee for each remaining month of the contract.
2. Seller doesn't want to sign a year contract so the monthly pricing is not discounted, and the Seller will pay a higher amount each month. Service is provided on a month-to-month basis. A cancellation of service will follow the process detailed in the section titled "Cancellation of Service".

Monthly Billing:

- Sellers using their own merchant account will be billed monthly for the ticket service charges they collected on behalf of Indexic during the month. Along with the ticket service fees, the Seller will be charged for the monthly gateway fees and transaction fees incurred to connect their merchant account to Indexic's reservation software.
- If the Seller is using any of the added services offered by Indexic, these costs will be invoiced to the Seller monthly. Added services include but are not limited to texting, webhosting, OTA ticket service fees, monthly POS and online ticket service fees, etc.
- Indexic reserves the right to withdraw the outstanding invoice amount from the Client's bank account if payment is not received by the 15th of the following month via the payment link from Quick Books.
- If payment is not received by Indexic by the 15th and Indexic's attempt to retrieve money from the Client's bank account fails, Indexic has the right to switch the Seller's online processing from their own merchant account to Indexic's merchant account. The Seller's processing will remain on Indexic's merchant account until the value of the outstanding invoice has been received and then the online processing will be switched back to the Seller's own merchant account.

Taxes:

Indexic will collect any taxes that are applicable to a Seller's event and remit those taxes to the Seller along with the ticket proceeds. The seller is responsible for remitting the taxes to the appropriate agencies as required by law, along with the submittal of all monthly, quarterly, and yearly tax reports.

Seller agrees that Indexic is not responsible in any way for the accuracy or suitability of any tax payments made by Seller to any agency as required by law. Seller shall reimburse and hold Indexic and any parents, subsidiaries, affiliates, officers, directors, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by Indexic that arise out of any third party or governmental claim that involves, relates to or concerns any federal, state, city or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or any dispute concerning the tax status of Seller or Indexic.

Refunds/Cancellations:

Sellers are responsible for developing and executing their own refund and cancellation policies. Indexic is only a facilitator in returning funds to the appropriate parties upon Seller's instructions. For refunds and cancellations, Seller will refund the tickets via the reservation software, and the funds will go back to the credit card on file for the Buyer. Indexic will not refund the service charge for the ticket purchase to the Buyer. Indexic has no control over and will not be held responsible for any delays incurred in a Buyer receiving a refund to their bank account. If the Seller refunds more money than they have in their account with Indexic, Indexic will loan them the money to cover the refunds. The seller will pay Indexic back for this short-term loan within the month. If Seller wants to use a credit card to reimburse Indexic for this loan, 3.5% credit card fee will be added to the amount of the loan.

Chargebacks:

In the event a customer who purchased event tickets through Indexic's merchant account initiates a chargeback, Indexic will deduct the amount of the chargeback along with the corresponding bank fee from the Seller's account with Indexic. Indexic will ask Sellers for any information regarding the chargebacks and will compile responses to the chargebacks for Sellers and submit to the bank for review. If a chargeback is overturned by the bank, then Indexic will return the funds to the Seller's account with Indexic. If the chargeback is ruled valid by the bank, then no action will be taken by Indexic regarding funds. If the Seller does not have sufficient funds in his account with Indexic to cover the lost chargeback, then Indexic has loaned the Seller this money to cover the chargeback, and the Seller will remit to Indexic the chargeback amount. If Seller wants to use a credit card to pay off this loan to Indexic, a 3.5% credit card fee will be charged to the loan amount.

Late Fees/Interest:

Clients who do not pay their monthly invoices by the due date will be charged 12% interest and/or a late fee on the invoice amount. Late fees and/or Interest apply to all invoices sent by Indexic. These include but are not limited to monthly service fees, ticket service fees, texting fees, loans made by Indexic to Seller to cover refunds and chargebacks.

Electronic Delivery of Form 1099-K:

By using our software and services, you consent to receive Form 1099-K and any related tax documents electronically. We will provide these forms through secure electronic means in compliance with IRS regulations. It is your responsibility to ensure that your contact information and account settings are accurate and up to date to receive these documents. By continuing to use our platform, you acknowledge and agree to this method of delivery and waive any requirement for paper copies unless you specifically request otherwise in writing.

Websites:

In the event Indexic supplies a website to the Seller, the Seller has the right to use that website for as long as they are a customer of Indexic's reservation software. Indexic will incur the cost for the development of the website. The site may or may not be hosted by Indexic. The website will be copyrighted to Indexic. The Seller can have access to the website so they can make changes as needed. The website and its content are the property of Indexic and will remain the property of Indexic even if the seller decides to terminate the service. The seller has no claim to the website and its content or rights to use the website after they terminate service with Indexic. Clients cannot take down Indexic's booking links from the website and continue to have the right to use that website for marketing purposes. If the Client wants to buy the website from Indexic, they can contact us and we will negotiate a price for the website.

Illegal Activity:

Seller agrees that Indexic's reservation software module will not be used for any illegal or fraudulent activities as determined by U.S. and International laws. If any illegal or fraudulent activity is identified on the reservation software, Indexic will immediately discontinue service to Seller and notify the appropriate authorities. Indexic will not be held responsible or liable for any illegal or fraudulent activities that may have transpired while Seller was using our service.

Cancellation of Services:

Use of Indexic's aReservation is at will. The Seller can stop using our service at any time. If a Seller stops using our service, all access to the software will be turned off immediately except for the following:

1. Access to reports.
2. View only access to reservations and the calendar.

Seller will have access to reports and the calendar for 1 week after switching providers to gather all financial information they need. After 1 week, their access will be terminated, and we will delete all data from our databases. We do not keep data on file for ex-clients. If the Seller doesn't use the 1-week grace period to gather their financial and reservation information and asks Indexic for that information after we have deleted it, there will be a \$1000 charge to restore that data. The \$1000 fee must be paid

to Indexic before we will do the restoration of the data and allow the Seller back into the software for an additional week.

If the Seller has a negative balance with Indexic due to refunds or chargebacks at the time of cancellation, Indexic will charge the Seller's credit card on file, plus applicable credit card fees, or their bank account for the negative balance. If Indexic does not have a credit card or banking information on file, then Seller agrees they will reimburse Indexic for the negative balance via a bank transfer or a bank check. If the Seller has future reservations on their calendar at the time of their cancellation, Indexic reserves the right to debit the Seller's bank account for the value of those unfulfilled reservations. The Seller had not earned that money yet and Indexic has the right to cover its financial responsibility for these reservations. If the reservations need to be refunded, Indexic can refund them with the funds collected from the Seller. If the reservations are honored, Indexic will return any collected funds, net of refunds and chargebacks, back to the Seller at the end of the season.

The Seller acknowledges and agrees that he is still responsible for any refunds to customers that are requested after the last day of service with Indexic and for any chargebacks that may arise from sales that happened while using our service. Any refunds will be made by the Seller manually, outside of Indexic's software or the Seller will remit the funds to Indexic and upon successful deposit in Indexic's bank account, Indexic will refund the transaction via the software. Any funds due to Seller at the time of cancellation of service will be kept by Indexic until the end of the season to cover any chargebacks that may arise. At the end of the season, any remaining funds will be returned to the Seller. If there are no funds available to cover chargebacks, the Seller agrees he is responsible for reimbursing Indexic for the funds withdrawn by the bank, plus any applicable fees, out of Indexic's bank account on behalf of the Seller.

Copyright & Trademark:

The software and content incorporated into Indexic's reservation software module, including but not limited to all text, graphics, logos, buttons, icons, images, audio clips, video clips and computer programs, is the sole property of Indexic, Inc. and is protected by U.S. and International copyright and trademark laws. The reservation software is a trademark of Indexic, Inc. with all rights preserved. Any unauthorized use, distribution, reproduction, modification or display of the reservation software module or the name Indexic is strictly prohibited. The Seller agrees that they do not have any claim of ownership or licensee rights to the copyright and trademark of the reservation software module or the name Indexic.

Changes, Maintenance and Temporary Interruptions:

Indexic reserves the right to change, perform maintenance or cause a temporary interruption of our site and/or the reservation software module with or without notification to the Seller. Seller agrees not to hold Indexic liable for any change, modification or service interruption contracted under this agreement, for any reason. Indexic does not guarantee that we can provide continuous, uninterrupted service to

the Seller and the Seller acknowledges that there may be outside factors beyond Indexic's control that may impact their ability to provide the services agreed upon.

Warranty:

Indexic, Inc. along with its' Directors, Officers, Employees and Suppliers offer its reservation software module and web site "as is" and "as available" without any warranty or condition expressed, implied or statutory. Indexic, Inc. along with its' Directors, Officers, Employees and Suppliers disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

Indemnity:

You agree to indemnify, defend, and hold Indexic, Inc. and its affiliates, and each of Indexic's and its affiliates' respective past, present and future officers, directors, agents, subsidiaries, employees, contractors, suppliers, and principals, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Service. You agree to advance expenses and fees, including reasonable attorney fees, to Indexic upon demand in the event Indexic is made a party to or threatened to be made a party to any action, suit, arbitration, or other proceeding by any party due to or arising out of your use of our Service.

Independent Contractors:

Indexic and Seller are independent contractors and no other relationship, besides that of independent contractors, is implied or created by this agreement.

Correspondence:

All correspondence between Indexic and Seller shall be executed via email. The email address the Seller will use is support@indexic.net. Indexic will send an automatic response back to Seller indicating that an email has been received. Indexic will use the email address supplied by Seller when setting up their account when initiating contact with the Seller.

Support Correspondence:

Support is offered through phone, email and text messaging.

Support using Texting (SMS)

If you want to use text for support, you must initiate the request by texting to the support text number. This will explicitly authorize Indexic to converse with you through text. You can opt out of text support at any time by messaging "Stop" to the support number.

Dispute Resolution:

If Seller has a dispute with Indexic, then Seller agrees that such dispute will be governed by the laws of the State of South Carolina. Seller consents to personnel jurisdiction and agrees to bring any suit or action only in the state and federal courts located in Charleston County, South Carolina.

Agreement:

By registering with Indexic and using our services, you are expressly agreeing to be bound by the terms and conditions stated in this document. The Seller may not transfer or assign this agreement along with its' rights and obligations to another party without the written consent of Indexic. Indexic is not obligated to allow this assignment and may refuse based upon its' sole discretion. If the Seller does not wish to be bound by these terms and conditions, then they may not use our services. Indexic reserves the right to change this agreement at any time and notice will not be emailed to the Sellers. If the Seller continues to use the service after any changes to the agreement, then he has agreed to the terms and conditions of the new agreement.