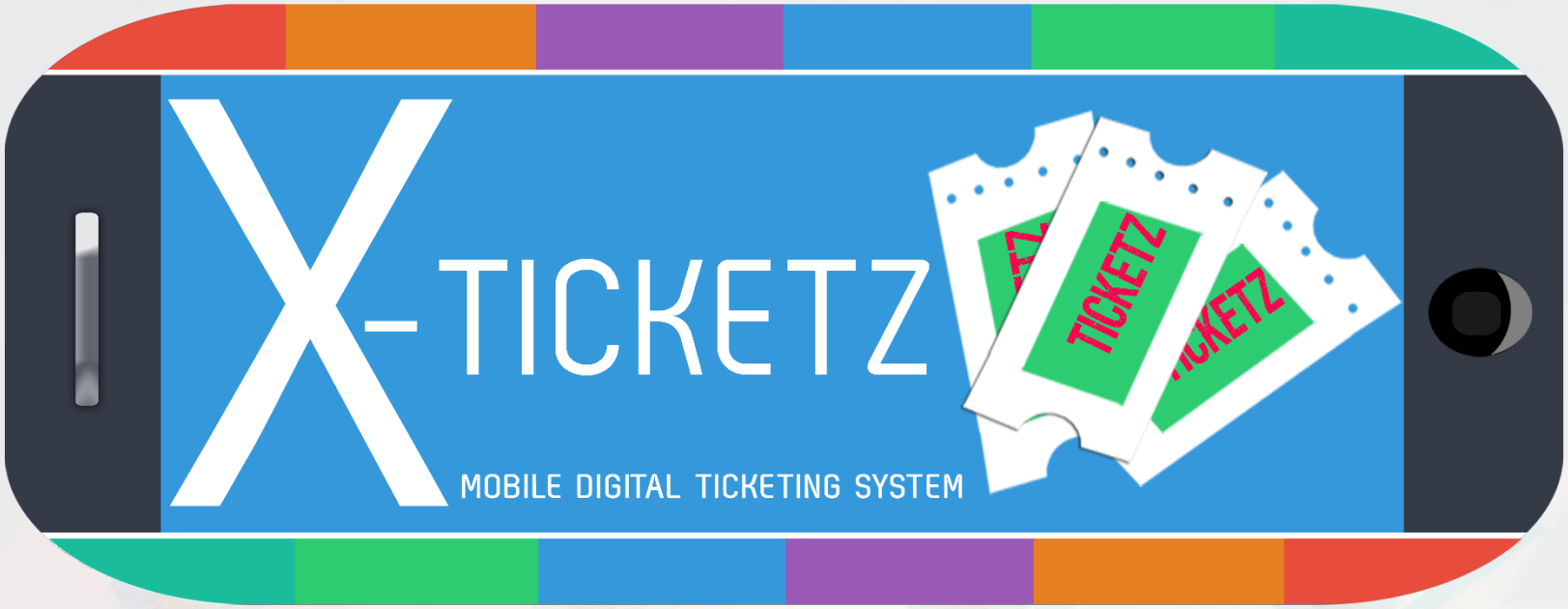

Xticketz Ticket Hub 876 428-0826
Email: registration@xticketz.com
Website: xticketz.com
Platforms: PC, Android and Mobile Web for iOS

SERVICE Agreement

THIS SERVICE Agreement (the "Agreement") dated this …… day of ……., 2…….

BETWEEN Xticketz, at Item 1 of the Schedule below, (hereinafter referred to as the "**Service Provider**" OF THE FIRST PART AND the person(s) whose' s using the Service is set forth at Item 2 of the Schedule below (hereinafter referred to as "the Customer") OF THE SECOND PART.

For the purposes hereof each of the Parties may be individually referred to as "the Party" or collectively as "the Parties".

WHEREAS:

A. The **Service Provider** has developed proprietary tools, has the necessary technical ability and experience to carry out the services more particularly set out at Clause 4 below namely implement and execute ticket generation, ticket management, ticket sale and ticket redemption system.

B. The Customer is desirous to engage the **Service Provider into an Exclusive contract** to provide an **eticket solution,** which will assist with ticket generation, ticket management, ticket sales and ticket redemption at the Event.

C. The Customer warrants that they have obtained the requisite rights, licenses and/or authority for the commercial promotion, solicitation of tickets and execution associated with the Event.

D. This Agreement will set forth the terms, conditions and policies upon which Customer will be able to utilise the proprietary tools engage the **Service Provider** to create, promote and/or collect monies generated from the sale of ticket associated with the Event, the manner in which such monies will be held, the procedure and quantum of deductions to be taken from such monies and the distribution of Proceeds of ticket sales by the **Service Provider**;

The Parties hereby agree as follows:

1. <u>Definition and Interpretation</u>

1.1 "Additional Registration Data" refers to current address, 'doing business as' name(s), description of products, website address, bank account or other payment account information, tax identification/registration numbers, date(s) of birth, passport or driver's license number, country of origin, copies of government identification documents and other personal information.

1.1.1 **Exclusive:** an Exclusive relationship, between **Xticketz** and **Customer**, in which **Xticketz** will be the sole **ONLINE** ticket vendor for the duration of the event.

1.2 "Completion" refers to the fulfilment of the **Service Provider's** obligations as set out at Clause 4 below.

1.3 "Deposit/Setup fee" is an upfront payment of a sum of money by the Customer to the **Service Provider** which is contemplated to cover initial costs, expenses, fees and or be set off against in the event of a cancellation of the Event.

1.4 "Event" refers to the specified that the Customer has engaged the **Service Provider** to implement the Xticketz the details of which are set out at Item 3 of the Schedule below.

1.5 "Proceeds" refers to all sums of money generated from the sale of tickets using Xticketz less the of sum of money due to the **Service Provider** set out at Item of the Schedule below, and Other Deductions set out at Item of the Schedule below.

1.6 "The User" refers to any person that utilizes the XTicketz platform to locate, and, or, purchase tickets for event(s).

1.7 "Ticket Holder" refers to any person which has purchased a valid ticket using the XTicketz, provided that the relevant Event has not passed.

1.8 "XTicketz" is a Mobile Ticketing 'Android' based application with associated website platform that creates and manages the sale and distribution of electronic tickets associated with Events

2. Term

The term of this Agreement (the "Term") will take effect once customer begin to utilize the service/system/application/website platform and/or promote online/non online sales and will remain in full force and effect until Completion subject to earlier termination or amendment as provided for at Clause 7 and Clause 11, respectively, below.

3. Customer's Obligations

3.1 The Customer will pay the **Service Provider** a commission of **45 JMD 100** or less ***$35 JMD above*** on each Phone To Phone ticket sold as well as compensation for services rendered in accordance with Item 4 of the Schedule below.

3.2 The Customer shall allow the **Service Provider** to make deductions to be taken from the Proceeds of ticket sales associated with the Event in accordance with the costs set out at Item 5 of the Schedule below.

3.3 The Customer will provide to the **Service Provider** any and all information/pass as is necessary for the **Service Provider** to perform their duties and conduct exercises of due diligence. The information that is to be delivered to the **Service Provider** may include, but is not limited to, the following:-

3.3.1 Additional Registration Data, as defined at Clause 1 above;

3.3.2 Information surrounding any associated person or entity;

3.3.3 the principals/beneficial owner(s) of the entity you represent (if any); and,

3.3.4 Any further additional information as may be required.

3.3.5 Passes to access venue to perform task.

3.4 To provide the **Service Provider** with reasonable assistance, as required, to enable the **Service Provider** to accomplish the objectives of this Agreement.

3.5 The Customer shall deliver to the **Service Provider** accurate, complete and updated information in a timely manner.

3.6 The Customer shall inform the **Service Provider** of any changes to the Event as soon as is reasonably practicable.

3.7 The Customer shall pay the **Service Provider** all outstanding fees and/or costs no later than (14) working days subsequent to the event, tickets sold after payments can be paid five (5) working days after event date.

4. Services Provided

4.1 The **Service Provider** shall:

4.1.1 allow the Customer access to Xticketz and that such access will be in the form of; one (1) main account, one (1) administrative account with permissions to create other Administrative and sales representative/ticket scanners accounts;

4.1.2 upon request, conduct training one (1) session with either the Customer, duly authorised servants, representatives and/or agents of the Customer; and,

4.1.3 Provide technical support to the Customer to facilitate optimum utilisation of Xticketz.

4.1.4 **Deliver/Transfer to Customer 70% OF ALL PROCEEDS held by Service Provide, generated from ONLINE SALES in 7-9 business days AFTER THE EVENT DATE**, being the remaining Proceeds of ticket sales, three (3) months following the date of the Event, so long as there is no request for refund under a fraudulent claim by any ticket holder, Customer will be notified of all request/refund/claims, All fees associated with refunds/claims will be deducted from said 30% balance.

4.1.1.1 EARLY PROCEEDS - **70% OF ALL PROCEEDS held by Service Provider, IN THE EVENT OF AN EMERGENCY OR FOR EARLYBIRD TICKET SALES can be delivered to the Customer, and a fee of $5,000/JMD or $50/USD be paid.**

4.1.1.2 EARLY PROCEEDS REQUEST, shall be made in writing for it to take effect and directed to **Service Provider** (onlinesales@xticketz.net and onlinesales@xticketz.com). (ID Pic, Bank Details, Request Note)

4.1.5 upon request: Provide **Agents** for gate management (scanning/banding/cash sale) on the event date.

Gate Packages - Kingston/Portmore - CLICK TO VIEW

Gate Packages - All other parishes - CLICK TO VIEW

4.1.5.1 **IF NO GATE PACKAGE IS SELECTED, YOU AUTOMATICALLY ARE RESPONSIBLE FOR THE SCANNING PROCESS, OUR TEAM WILL HOWEVER BE ON STANDBY TO PROVIDE SUPPORT IF NEEDED.**

4.1.6 How to SCAN - CLICK TO VIEW

5. Refund Policy

5.1 The **Service Provider**, for a period of no less than three (3) months following the date of the Event, shall retain thirty percent (30%) of the proceeds of all ticket sales, to be in a position to issue refunds to ticket holders, if necessary.

5.2 The grounds upon which the **Service Provider** may issue a refund to a ticket Holder, include: -

5.2.1 fraudulent online transactions;

5.2.2 A ticket holder satisfying the criteria of the **Service Provider's** "User Refund Policy"

5.2.3 Improper charges; and,

5.2.4 Instructions received from the Event.

5.3 The grounds set out at Clause 5.2 above is not exhaustive, and the **Service Provider** reserves the right to exercise discretion to determine whether presenting circumstances warrants a refund.

5.3.1 More on refund Policy Here - CLICK TO VIEW LATEST DOCUMENT

6. Cancellation Policy/Event Concert cancellation

In the event that the Customer has terminated this Agreement or the Event has been cancelled, the Customer shall forfeit five percent (5%) of the Deposit if any.

In the event that the Customer decides to cancel Event/Concert all funds (Early or Non-Early payments) shall be returned to the Service Provided to facilitate Event/Concert patrons/customers.

7. Termination

7.1 This Agreement may be terminated by the mutual agreement of the parties in writing.

7.2 The **Service Provider** reserves the right to immediately terminate this Agreement if the Customer fails to meet their obligations as set out at Clause 4

7.3 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on the giving of written notice, in accordance with the provisions of the provisions of Clause 111, to the other Party (referred to as the "Other Party" for the remainder of this Clause), such notice to take effect as specified in the notice, if:

7.3.1 The Other Party is in material breach of his obligations under this Agreement and the breach, being capable of remedy within a reasonable time, is not so remedied;

7.3.2 The Other Party becomes bankrupt or insolvent;'

7.4 Upon the expiry or termination of this Agreement, the **Service Provider** will disable or block the Customer's access to all accounts and data associated with Xticketz.

8. Amendments

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by the Parties to this Agreement.

9. Currency

Except as otherwise expressly stated this Agreement, all monetary sum, commissions and costs referred to in this Agreement are in due to be paid in Jamaican Dollars (JMD) or United States Dollars ($USD).

10. Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The **Service Provider** and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

11. Notice

11.1 All notices, which are required to be given under this Agreement, will be in writing and will either be:

11.1.1 hand delivered to the other Parties;

11.1.2 delivered by text message and/or email which will be deemed to have been received instantaneously following transmission.; or

11.1.3 forwarded by registered mail to the address of the other Parties, in which case the notice will be deemed to have been received five (5) days after it was posted.

11.2 The contact particulars of the **Service Provider** and the Customer are set out at Items 1 and 2 of the Schedule below respectively.

11.3 In proving that the giving of a notice has been effected, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted, or that the text message or email was correctly addressed and dispatched.

12. **Indemnity**

12.1 In the event that it is determined that the Customer lacked the requisite authority, rights, licences, or permits for the commercial promotion, sale of tickets and execution associated with the Event the Customer agrees to indemnify, hold harmless, reimburse and/or compensate the **Service Provider** against all losses, claims, costs, charges and expenses made by any person in relation to the Event, such expenses may also include the engagement of professionals cost to engage

12.2 In the Event that the Customer has failed in his obligation to provide relevant, accurate, complete or update to date information as set out at Clauses 3.3, 3.5 and 3.6 above, the Customer shall release, absolve, indemnify and/or hold the **Service Provider** harmless for any losses and or costs incurred by either party however caused as a result of inaccurate or incomplete information.

13. Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

13.2 In the event of such severance the Agreement shall continue to be carried out as nearly as possible according to its original terms and intent.

14. Waiver

No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise

of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

15. Headings

The headings of paragraphs are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

16. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

17. Counterparts

This Agreement may be executed in counterparts, all of which shall constitute one agreement, and each such counterpart shall be deemed to have been made, executed and delivered on the date set out at the head of this Agreement, without regard to the dates or times when such counterparts may actually have been made, executed or delivered.

18. Governing Law

This Agreement shall be governed by the laws of Jamaica and any other instrument having the force of law in Jamaica, as they may be enacted in force from time to time.

19. Execution of This Agreement

This Agreement was executed at the address indicated at Item of the Schedule below.

20. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

SCHEDULE

1. **The Xticketz – xDevelopment Team – The Service Provider**
   Telephone Number: +1-876-428-0826
   Email Address: registration@xticketz.com

2. **The Customer**
   Name:
   Address:
   Telephone Number:
   Email Address:

3. **The Event**
   Name of Event:
   Date of Event:
   Location of Event:

IN WITNESS WHEREOF the Parties have duly affixed their signatures on the date mentioned above

SIGNED by the Customer or below ID signature) _____

OF THE SECOND PART

Customer ID/Signature below

Bank Details to receive proceeds from online sales.

ID:
Bank:
Branch:
Currency: