

Peatix Terms of Service

Last updated: February 28, 2025

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General

Services (the "Service" or "Services") offered by Peatix (the "Site") are administered using a platform provided by Peatix Inc. ("Peatix"). These Services are provided under the following Terms of Use Agreement ("Agreement") and pertinent individual provisions and guidelines (Agreement and pertinent individual provisions and guidelines are hereinafter referred to as "Agreements").

Article 1 (Application of this Agreement)

This Agreement is a legal agreement for all Services of the Site, between Peatix and Users. This Agreement will be applied cumulatively together with the individual provisions and guidelines, and the individual provisions and guidelines constitute part of this Agreement. By using the Services of the Site, Users indicate that they have agreed to all sections of these Agreements as well as the Privacy Policy.

Article 2 (Terminology)

1. "User" or "Users" indicates an individual or group who has consented to these Agreements and registered as a User of the Site.
2. "Organizer" or "Organizers" indicate an individual or a Group that organizes an event or hosts a Group by using the Services.
3. "Co-organizer" or "Co-organizers" refers to individuals within a Group who have been assigned with permissions to co-manage events organized by Organizers (Organizers and Co-organizers are hereinafter referred to collectively as "Organizers/Co-organizers").

4. "Consumer" or "Consumers" indicate a consumer or consumers using the Services for any reason, including to consume information, to attend an Event, to follow or join a Group, to purchase any items through the Site, to use any Subscription Service.
5. "Event" or "Events" refer to an event created by using the Site.
6. "Ticket" or "Tickets" refer to the QR Code that enables entry and attendance to Events created by using the Site.
7. "Group" or "Groups" refer to the aggregate unit of Users who have attended, or wish to attend Events organized by Organizers/Co-organizers.
8. "Paid Ticket" or "Paid Tickets" refer to the paid tickets published by Organizers/Co-organizers by using the Site.
9. "Free Ticket" or "Free Tickets" refer to the free tickets published by Organizers/Co-organizers by using the Site.
10. "Transaction" or "Transaction" refer to the action of purchasing Paid Tickets or getting Free Tickets , or reselling tickets through Resale Service (defined in Individual Terms of Services for Resale), and the use of Subscription Service by Users of the Site.
11. Individual Terms of Services refers to Individual Terms of Services for Consumers (hereinafter "TOS for Consumers"), and Individual Terms of Service for Event Organizers/Co-organizers (hereinafter "TOS for Event Organizers/Co-organizers").
12. "User Content" is any content or material that a User contributes, provides, posts or makes available using the Services, or that User otherwise contributes, provides, posts or makes available to Peatix, or that User authorizes Peatix to use.
13. "User Trademarks" are the trademarks, trade names, service marks, and logos that a User contributes, provides, posts, or makes available using the Services, or that User otherwise contributes, provides, posts or makes available to Peatix, or that User authorizes Peatix to use.

Article 3 (Role of Peatix)

1. Peatix provides a platform where Organizers and Consumers conclude transactions and settle payments. Peatix bears no liability on the actual transactions between Organizers and Consumers. Therefore, upon completion of the transaction in accordance with Article 3 of the Individual Terms of Service for Consumers, an agreement is made between the Organizer and Consumer.
2. The Organizer shall authorize Peatix (or an affiliated subsidiary of Peatix) to receive the ticket price paid by the Consumer on behalf of the Organizer. The

Consumer's obligation to pay the ticket price under the on the contract concluded between the Organizer and the Consumer shall be deemed to have been completed when Peatix (or an affiliated subsidiary of Peatix) receives such ticket price from the Consumer on behalf of the Organizer.

The authority to accept payment on behalf of the Organizer shall be granted to Peatix Japan K.K. if the Organizer is located in Japan, Peatix Inc. if the Organizer is located in the U.S., Peatix Malaysia Sdn. Bhd. if the Organizer is located in Malaysia, or Peatix Asia Pte. Ltd. if the Organizer is located in any other country.

3. The provisions of the preceding paragraphs 1 and 2 shall not apply to those that allow registration or ticket purchase through a site other than Peatix.
4. In the event of a dispute between an User as Organizer and another User or between Users (including refunds in the event that an Event is canceled), the dispute shall be resolved between the Users concerned and Peatix shall not be held liable.

Article 4 (Membership, and User Registration, and User's Obligations)

1. Individuals who have given their consent to this Agreement and have completed the prescribed membership application will be granted membership after completion of the prescribed registration procedures.
2. User Registration should be carried out by the person applying to be an User him or herself. Registration by a representative will not be recognized. Additionally, persons younger than 13 years of age cannot register to be Users of the Site. Minors require parental consent before User Registration. User Registration by Minors above 13 years of age is treated as registration with parental consent.
3. In the event an User is inquired by Peatix or any other User regarding the information registered or Events published on Peatix, such User should immediately respond to such inquiry.
4. Furthermore, those who have previously had their membership revoked or have been judged unfit for membership by Peatix may be refused.

Article 5 (Entering User Information)

When registering as an User, please accurately enter all necessary information in the prescribed entry form.

Article 6 (Managing Username and Password)

Users should take responsibility for the management of their Username and Password, such as by changing them periodically to prevent them being found out by others. When the entered Username and Password are confirmed by the prescribed method to be the same as those registered, this will be viewed as the User having logged in, and even if it is actually usage by someone other than the User due to theft or unauthorized use, Peatix will not be held responsible for any resultant damages.

Article 7 (Changing Registered Information)

When any of your registered information changes, please update it as soon as possible. Peatix will not be held responsible for any damages resulting from out of date information. Also, even when your information has been updated, Transactions processed before the update will be carried out based on the old information.

Article 8 (Canceling Membership)

When an User wishes to cancel their membership, they should promptly apply for cancellation with the exception of an User being an Organizer who has a published and un-finished event. Once the prescribed membership cancellation procedures have been completed, membership will be considered cancelled.

Article 9 (System Environment)

1. The Users bears responsibility to properly prepare, set up, and operate the equipment, software, and Internet necessary to use the Services at their own cost.
2. Peatix bears no responsibility for the Users' accessibility of the Site and the Services.

Article 10 (Peatix's Liability Limitations)

1. Peatix bears no responsibility for system down time, slowing or data losses due to damages to telecommunication lines or computers, damages resulting from unauthorized access to data, or any other damages suffered by Users related to use of this Service. Provided, however, that this shall not apply in the case where damage was made on purpose or results from a critical fault of Peatix.
2. Peatix does not guarantee that e-mail contents sent from Peatix's web page, server or domain are free of harmful viruses or any other programs that harm the Users' computer or devices. Peatix bears no responsibility for the damages

suffered by Users that can be attributed to email contents which include such harmful programs.

3. Peatix will from time to time provide information or advice to Users, but Peatix takes no responsibility for said information or advice.
4. Peatix will bear no responsibility for any damages resulting from an User violating this Agreement.
5. Peatix will bear no responsibility for the contents of Events, Groups, User Content, User Trademarks or any other contents shared by any Users on this Site.
6. Peatix will bear no responsibility for the usability, compatibility, integrity, accuracy, safety, legality, concurrence of any information provided through the Site and the Services including emails and external sites linked from the Site which is managed by third parties.
7. Peatix does not guarantee that no bug, error, failure or any other trouble will occur for the Services.
8. Peatix will bear no responsibility for any damages resulting from the usage of the Services or inability to use the Services, regardless of the damages being direct or indirect, monetary or mental. Provided, however, that this shall not apply in the case where damage was made on purpose or results from a critical fault of Peatix.
9. Peatix will not be liable for the acts or omissions of any third parties, including third parties that help Peatix provide the Services, that an Organizer or Co-Organizer chooses to assist with an Event, Group or other Services, or that User chooses to use or contract with when using the Services.
10. Any trouble or dispute between the Users or between the User and another third party regarding the Services must be resolved between them, and Peatix bears no responsibility.
11. Peatix may delete the information which Organizers collected through the Service in accordance with the guideline designated by Peatix. Such information includes personal information such as address, phone number, company name, title, which is obtained by Organizers through the form created by Organizer as needed. Peatix will bear no responsibility for any damages resulting from such deletion.
12. Except as otherwise provided for in these Agreements, in the event that an User, Organizer/Co-organizer, or other user of the Services (including agents as set forth in Article 10, Paragraph 6 of the Individual Terms of Service for Event Organizers/Co-organizers, hereinafter collectively referred to as the "Users") suffers damages as a direct result of a breach by Peatix of its obligations under these Agreements, Peatix shall compensate only for ordinary and direct damages actually incurred (excluding damages arising from reasons beyond control of Peatix or from negligence, damages arising from special circumstances whether

foreseen by us or not, and lost earnings), and the aggregate amount of such compensation shall be limited to the total amount of the relevant service fees for the Services directly related to the occurrence of such damages. Provided however that, if the contract between the Users and Peatix under these Agreements constitute a "Consumer Contract" as defined in the Consumer Contract Act of Japan, and if Peatix is negligent, the limitation of the amount of compensation shall not apply, and if Peatix is willfully or grossly negligent, all limitations of liability provided above shall not apply.

Article 11 (Prohibitions)

Users must not engage in the following acts in connection with the usage of this Site:

1. Violating the law, Guideline, these Agreements, warnings from Peatix or this Site, or any other agreement.
2. Violating the rights of or degrading Users or other third parties.
3. Actions that may negatively affect the physical and mental well-being of minors.
4. Promoting sexual exploitation of children, including child sexual abuse, child pornography, child prostitution, and photoshooting events targeted at children under the age of 18.
5. Distributing or submitting harmful computer programs or e-mails.
6. Lending or giving an username and password to a third party, or sharing an username and password with a third party.
7. Unauthorized reproduction, transmission or distribution of all or part of provided information to third parties.
8. Using the Site for activities related to elections for public office at any time.
9. Actions that may violate intellectual property rights such as copyrights, trade mark rights or Peatix or other third parties.
10. In addition to the one prescribed by the preceding paragraph, actions that may violate the property rights, privacy, portrait rights, or any other rights of Peatix or other third parties.
11. Posting images or videos that expose nudity, genitalia, or nipples; or conducting events containing or aimed at sexual acts, sexually explicit conduct, sexual contact, sexual massage, stripping, or other sexually stimulating events, that may cause sexual arousal, stimulation, or sexual embarrassment.
12. Action that may violate social ethics, public order, and standards of decency.
13. Intentionally registering false information such as name, address, phone number, or email address of themselves or another person.
14. Posting false or inaccurate information, including information related to any Event.

15. Posting questions or complaints regarding the accuracy of the feature or information of the Services.
16. Using the Services for a purpose unintended by Peatix.
17. Engaging in hateful conduct, harassment and other misconduct against Peatix or other third parties.
18. Actions that may lead to or has the risk of leading to crimes such as fraud, abuse of controlled substances, prostitution, or money laundering.
19. Soliciting customers to transactions other than the Services by indicating preferential treatment or by any other method.
20. Engaging in any activities that could be deemed as spam, scams or other deceptive practices.
21. Collecting personal information or other information under the pretense of hosting an Event or other misleading usage of this Site.
22. Directing Users to sites that spread harmful software, attempt to collect personal information, or otherwise adversely affect Users.
23. Other instances otherwise deemed inappropriate by Peatix.

Article 12 (Handling of User Information)

We are committed to protecting User information. Any User information will be managed by Peatix in accordance with Peatix's Privacy Policy.

Article 13 (Suspension of Use or Revocation of Membership for Specific Users)

If it is determined that any of the following are applicable to a specific User, Peatix may without prior notice suspend service, change the User's username and password, or revoke the membership of the applicable User. Peatix will not bear any responsibility for any resultant damages.

1. Actions that violate the law or these Agreements.
2. Inappropriate or unauthorized use of the Service by an User.
3. Issues with security and protection such as multiple incorrect password entries.
4. Using another User's username and password.
5. Publishing or broadcasting another User's Content without prior permission.
6. Misrepresentation of facts in the registration information by an User.
7. When there are reasonable grounds to suspect the existence of any of the facts listed in Items 1 through 6.
8. When otherwise deemed appropriate by Peatix.

Article 14 (Suspension, Alteration or Abolishment of the Service)

Peatix may suspend, alter or abolish part of or the entirety of the Service at their discretion. Peatix will not bear any responsibility for any resultant damages.

Article 15 (Re-entrustment)

Peatix can re-entrust part of or the entirety of the Services specified in these Agreements to third parties.

Article 16 (Handling of Personal Information)

Peatix will handle personal information pertaining to Users according to the Privacy Policy (provided separately), and Users shall use the Services upon agreeing to such Privacy Policy.

Article 17 (Advertising Placement)

Peatix may display advertisements on this Site that it determines to be appropriate. Peatix will bear no responsibility for any damages to Users or third parties resulting from advertisements displayed on the Site.

Article 18 (Revisions to these Agreements)

1. Peatix may, at its discretion, revise these Agreements in the following cases:
 - i. in the event any revisions to these Agreements conform to the general interests of Users; or
 - ii. in the event any revisions to these Agreements do not violate the purpose of using the Site, and the necessity of such revisions and the appropriateness of such revised contents are reasonable in light of the details of such revisions and other circumstances pertaining to such revisions.
2. When revising these Agreements as set forth in the preceding paragraph, Peatix shall post a statement of the revisions to these Agreements and the contents of these revised Agreements and the effective date thereof on the Peatix's website or notify the User by e-mail in principle one (1) month prior to the effective date of these revised Agreements.
3. In the event any User uses the Site after the effective date of these revised Agreements, such User shall be deemed to have agreed to the revisions to these Agreements.

Article 19 (Peatix's Representations and Warranties)

1. Peatix represents and guarantees that we (including our officers and employees) do not and will not in the future apply to Organized Crime Syndicates etc. (as defined in Article 13 of the Individual Terms of Service for Event Organizers/Co-organizers) or to any of the sections below. Peatix is also deemed to confirm that we will not make any action that falls into any of the items listed in Section 2 by ourselves or by using other third parties. Peatix hereby warrants and guarantees that we will not engage in the following activities, either directly or through an intermediary:
 - i. Operating an entity having such relationship with Organized Crime Syndicates etc. that shows their control over the entity's management.
 - ii. Operating an entity having such relationship with Organized Crime Syndicates etc. that shows their substantial involvement in the entity's management.
 - iii. Operating an entity having such relationship with Organized Crime Syndicates etc. that shows reliance on Organized Crime Syndicates etc. for the purpose of unfairly benefiting oneself, one's own company or third parties or of damaging third parties.
 - iv. Operating an entity having such relationship that shows provision of funds or facilities to Organized Crime Syndicates etc.
 - v. Operating an entity of which Board members or people substantially involved in its management have socially condemnable relationship with Organized Crime Syndicates etc.
2. Peatix hereby warrants and guarantees that we will not engage in the following activities, either directly or through an intermediary:
 - i. Claims made with forceful behavior and acts of violence.
 - ii. Unjust claims exceeding legal responsibilities.
 - iii. Use of threatening action or statements, or violent acts and behaviors in connection with any transaction between the parties.
 - iv. Acts and behaviors which may damage the credit or obstruct the business of the bank by spreading false rumors or the use of fraudulent means or by force.
 - v. Other acts and behavior equivalent to the above howsoever described.

Article 20 (Rights and Responsibilities Related to User Content and User Trademarks)

1. Each User reserves the intellectual property rights and other rights to all User Content and User Trademarks submitted, posted or displayed in connection with

the Services, including the Event page, for which it holds the intellectual property rights.

2. By submitting, posting or displaying any User Content and User Trademarks, each User agrees to grant Peatix a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, modify, adapt, publish, transmit, display and distribute (including archival distribution) such User Content and User Trademarks in any form, format, media or media channel, whether known or later developed. Each User further waives any and all moral rights in connection with Peatix's use of User Content in accordance with the licenses in this Article.
3. Each User represents and warrants that it has all rights, licenses, consents, permissions, authorizations, and powers necessary to grant the licenses set forth in the preceding paragraph with respect to all User Content and User Trademarks.
4. Each User further represent and warrants that all User Content and User Trademarks (a) do not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; (b) comply with all applicable local, prefectural, state, provincial, national, and other laws, rules and regulations; and (c) do not violate these Agreements.
5. Peatix reserves the right to remove any User Content and User Trademarks from the Services if it believes that any User Content or User Trademarks violates these Agreements or for any other reason.

Article 21 (Severability)

If any provision of these Agreements or part thereof is determined to be invalid or unenforceable under the Consumer Contract Act of Japan or other laws or regulations, the remaining provisions of these Agreements, and the remainder of any provision that is determined to be invalid or unenforceable in part, shall remain in full force and effect.

Article 22 (Language, Governing Laws and Jurisdiction)

The language, governing law and jurisdiction of these Agreements shall be as follows:

1. For any disputes arising out of or in connection with Events conducted in Japan (including online events held by Organizers in Japan), the Japanese version of these Agreements shall apply and, the laws of Japan shall govern these Agreements. In this case, any controversy or claim resulting out of or relating to these Agreements shall be settled in the District Court of Tokyo for the first instance.
2. For any disputes arising out of or in connection with Events conducted outside of Japan (including online events held by Organizers outside of Japan), the English

version of these Agreements shall apply and, the laws of the State of New York, United States of America shall govern these Agreements. In this case, any controversy or claim resulting out of or relating to these Agreements shall be settled in the federal or state courts of New York, USA.

Individual Terms of Service for Consumers

Article 1 (Usage of Services)

1. Individual Terms of Services for Consumers ("TOS for Consumers") is ancillary to the Agreement provided by Peatix, and is applicable to all matters relating to the usage and operation of the Services between the User and Peatix when the User orders the Free Ticket or purchases a Paid Ticket. Users shall be deemed to have reviewed and agreed to the TOS for Consumers when using the Services. By ordering a Free Ticket or purchasing a Paid Ticket, Users indicate that they have agreed to all sections of this TOS for Consumers. Unless otherwise defined, definitions of the terms used in this TOS for Consumers are the same as those defined in this Agreement.
2. Peatix reserves the right to modify the TOS for Consumers without the consent of Users. Unless otherwise specified, post-modification TOS for Consumers will be effective the moment it is displayed on the Site. In case the User uses the Services after the modification of TOS for Consumers becomes effective, Users are deemed to have agreed to all sections of the modified TOS for Consumers.

Article 2 (Pricing of Tickets)

By using this Service, Event Organizers/Co-organizers create Events and Tickets related to such Events, and delegate the sales of the Tickets to Peatix. The number and price of Tickets on sale are determined by the Event Organizer. Pricing of Paid Tickets displayed on this Site are tax included.

Article 3 (Ticket Order and Transaction)

In order to purchase a ticket, Users shall confirm and accept these Agreements and the Privacy Policy set forth by Peatix in advance, and place a ticket order in the manner prescribed by Peatix. The transaction is considered complete when a ticket order confirmation email is sent by Peatix, and an agreement for the transaction regarding the services for such ticket between the Organizer and those User who made the ticket order

is made upon completion of the transaction. Tickets shall be displayed digitally in the smartphone applications provided by Peatix for Consumers or electronically in the designated page on the Site. Peatix bears no responsibility for the delay of ticket receipt by the User or any resultant damage caused by reasons attributable to the User including incorrect information provided in the order process.

Article 4 (Contact About the Event)

Consumers are deemed responsible for directly contacting the Event Organizers/Co-organizers for any questions about the Event, and Peatix takes no part in this.

Article 5 (Ticket Return, Cancellation)

1. Due to the nature of the product, in principle, tickets ordered or purchased by the Consumer cannot be returned or canceled except for when the Consumer (buyer) requests the Organizer/Co-organizers for the return or cancellation of the ticket before the date of the Event and the Organizer/Co-organizers accept such request.
2. In case the ticket was canceled and returned for reasons specified under (i) of preceding paragraph, Cancellation fee specified by Peatix will be charged to the Consumer for cases below:
 - i. More than 50 days have passed since the Consumer placed order by credit card.
 - ii. Consumer placed order through Convenience Store or ATM.
3. Notwithstanding Section 1, tickets will be cancelled and the Consumer will get a full refund in cases below. In such case, Cancellation fee will not be charged to the Consumer.
 - i. Event was cancelled and the Organizer/Co-organizer cancelled the Event in a method specified by Peatix.

Article 5-2 (Mandatory Ticket Cancellations)

1. Notwithstanding the provisions of Article 5, if a ticket purchased by a Consumer is suspected to have been purchased by fraudulent means, Peatix will forcibly cancel the ticket. Fraudulent means shall include, but is not limited to, cases where Peatix's own fraud detection system suspects fraudulent use of a credit card, or where the person who used a credit card suspected of fraudulent use is suspected of using another credit card.

2. Cancellation of a ticket under the preceding paragraph will result in such Consumer not being able to participate in the Event, for which Peatix shall not be liable.

Article 6 (Liabilities and Refunding upon Event Cancellation)

Peatix bears no responsibility including notification if an Event is cancelled due to circumstances related to the Organizer/Co-organizer. Provided, however, the purchase amount of Tickets will be refunded if the Organizer canceled the Event in a method specified by Peatix. . When refunding due to Event cancellation refunds will be conducted through each respective credit card company if the ticket was purchased by credit card, or through bank transfer if purchased at a convenience store/ATM.

Article 7 (Prohibition on Reselling Tickets)

Tickets that have been purchased can not be resold or provided to a third party for reselling purposes. If it is determined that a ticket has been resold, the ticket may be nullified without any refunding with entry into an Event denied. Peatix also may cancel an account if it determines to do so. Peatix will not bear any responsibility for tickets purchased anywhere besides the Service including and not limited to other sites or services, ticketing shops or scalpers.

Article 8 (Distribution of Coupon for Consumers)

Peatix may distribute and post coupons and advertisements ("Consumer Coupon" or "Consumer Coupons") to the Consumers which are provided by Peatix or other third party companies and shops. Below provisions are applied to the Consumer Coupons:

1. Consumer Coupons are distributed and posted in the emails and smart phone application for Consumers provided by Peatix in the Site.
2. Consumer Coupons are viewed and used at the discretion of the Consumers.
3. Peatix bears no responsibility for the damages incurred by Consumers or other third parties resulting from viewing or using the Consumer Coupons.

Article 9 (Subscription Service)

The Service provides a feature which enables Organizers, regardless of whether the Organizer holds an Event, in consideration for providing services for creating and developing communities, to collect membership subscription fees on a monthly or annual basis or support funds for the continuation of activities of the community from the Users.

1. Peatix will take no part, and the Organizers are deemed responsible for determining the policies including the amount, charge frequency, refund, and purpose of the membership subscription fee or support fund.
2. Peatix bears no responsibility for the content of the services provided by the Organizer as a compensation for the membership subscription fee or support fund. For any questions regarding such matter, please contact the Organizer directly.
3. Peatix bears no responsibility for sending notifications on the changes made to the community activity, description, services provided, and agreement. For any questions regarding such matter, please contact the Organizer directly.
4. Peatix bears no responsibility for refunding membership subscription fees or support funds to the Consumers in case the community activity subject to charge is discontinued for any reason. For any questions regarding such matters, please contact the Organizer directly.

Individual Terms of Service for Event Organizers/Co-organizers

Article 1 (Usage of Services)

1. Individual Terms of Services for Event Organizers (“TOS for Organizers/Co-organizers”) is ancillary to the Agreement provided by Peatix, and is applicable to all matters relating to the usage and operation of the Services between the User and Peatix when the User creates the Event page and Tickets. Users will check and agree to the TOS for Organizers/Co-organizers and TOS for Consumers. When using the Services, Users indicate that they have agreed to all sections of these Agreements, and the contract between Peatix and the User is deemed to have been concluded. Unless otherwise defined, definitions of the terms used in this TOS for Organizers/Co-organizers are the same as those defined in these Agreements.
2. Peatix reserves the right to modify the TOS for Organizers/Co-organizers without the consent of Users. Post-modification TOS for Organizers/Co-organizers will be effective the moment it is displayed on the Site. In case the User uses the Services after the modification of TOS for Organizers/Co-organizers becomes effective, Users are deemed to have agreed to all sections of the modified TOS for Organizers/Co-organizers.

3. Organizers may at their discretion, designate Co-organizers from its Group members who will enjoy certain permissions to co-manage the Group. Organizers may designate up to two Co-organizers within each Group, or up to a number that the Peatix agrees to separately. The designation of such Co-organizers shall be executed in full responsibility by the Organizer, and the Peatix will not bear any responsibility or liability for any and all disputes that arise between the Organizer and Co-organizers.

Article 2 (Personal Information)

1. All Organizers/Co-organizers must act responsibly in the handling of Personal Information obtained through Peatix and its Services, and must not act in violation of the Act concerning Protection of Personal Information as Personal Information Handling Business Operator and/or any other obligations under applicable laws. Peatix will not be responsible for any agreements made directly between Users outside of the Site. Users may not enter into any agreements that violate these Agreements.
2. In case Peatix provides Organizers/Co-organizers the name and email address of Consumers who are attending their Event, Organizers/Co-organizers shall only use such Consumer name, nickname and email address for the purpose of and within the scope of managing Consumers or other necessary occasion for their Event.
3. The Organizer/Co-Organizer may collect personal information such as name, e-mail address, address, telephone number, company name, title, and other personal information that the Organizer/Co-Organizer deems necessary (hereinafter referred to as "Participant Information Deemed Necessary by Organizer") from participants through a questionnaire form that the Organizer/Co-Organizer creates on the Event page for the relevant Event. In such cases, the Organizer/Co-Organizer shall disclose the purpose of use of such information and the terms and policies (if any) regarding the handling of personal information by the Organizer/Co-Organizer before obtaining such information. The Organizer/Co-Organizer shall use the Participant Information Deemed Necessary by Organizer only for such purposes, and shall handle the Participant Information Deemed Necessary by Organizer in compliance with the Act on the Protection of Personal Information and other applicable laws.

Article 3 (Creation and Publishing of Events and Tickets)

Organizers shall publish Events and issue Tickets using the Service. Peatix holds no responsibility or liability for the contents of the Events. Responsibility for paying the consumption tax on ticket sales is held by the Event Organizers. If any of the Events provided to Consumers do not conform to the the contract between the Organizer and the Consumers ("Non-Conformity") , or if any claims from Consumers arise as a result of Non-Conformity, the Organizer shall deal with the Consumers in good faith at its own responsibility and expense and Peatix shall not be held liable. However, Peatix reserves the right to, at our discretion, determine and handle complaints from the Consumer on behalf of the Organizer without any advance notice to the Organizer. Peatix reserves the right to, and the Organizer agrees to, charge the Organizer any cost Peatix incurred to handle such complaint and the Organizer compensate for such charge.

Article 4 (Disclosure for Published Event)

The Organizer is deemed responsible for disclosing the following when publishing an Event through the Services to the Consumers.

1. Organizer is an online merchant selling Paid Tickets for Paid Event through Peatix payment platform and under Peatix trade name.
2. Tickets paid by credit card through this online selling is a prepaid credit of Peatix between Peatix and the Consumer, and not a payment claim between the Organizer and the Consumer.

Article 5 (Customer Support)

1. Organizer is deemed responsible for promptly responding to contacts from Peatix, Consumers, or other third parties regarding the information registered through the Site or the Service.
2. If the Organizer neglects its responsibility to respond to contacts from Peatix, Consumers, or other third parties, and Peatix determines that it will harm the operation of the Service, Peatix will respond to the contact on behalf of the Organizer regardless of the Organizer's will.

Article 6 (Review and Prohibition of Events)

When the Organizer/Co-organizer publishes an Event which accepts orders for Free Ticket or Paid Ticket, Peatix reserves the right to review the content of the Event based on the guideline specified in these Agreements. Peatix reserves the right to prohibit an User from using the Service, changing an User's username and/or password or deleting an User's account or canceling an Event without prior notice if a created Event or action

by an User is considered to qualify for any of the following. Peatix bears no liability or bears no responsibility for any losses incurred by the User as a result of these actions.

1. Actions that violate the law or these Agreements.
2. Inappropriate or unauthorized use of the Service by an User.
3. Events for the purpose of recruiting membership for a particular ideology or religion.
4. Events that violate public order and morality, such as for the purposes of conducting sexual and obscene acts or seeking encounters with strangers of the opposite sex.
5. Events containing images or videos that expose nudity, genitalia, or nipples; or events containing or aimed at sexual acts, sexually explicit conduct, sexual contact, sexual massage, stripping, or other sexually stimulating events, that may cause sexual arousal, stimulation, or sexual embarrassment.
6. Events promoting sexual exploitation of children, including child sexual abuse, child pornography, child prostitution, and photoshooting events targeted at children under the age of 18.
7. Events that include false or inaccurate information or the information is insufficient to confirm the contents of the Event.
8. Events that violate the rights and honor of the Users or other third parties.
9. Events that post or send harmful computer programs or emails.
10. Events that provide part or entirety of the information provided on the Site or through the Services to a third party by methods such as copy, reproduction, sending, transferring, distribution, without prior approval from Peatix.
11. Events that include actions equal or similar to an election campaign, regardless of whether or not during the election period.
12. Events that include actions that may violate intellectual property rights such as copyrights, trade mark rights of Peatix or other third parties.
13. In addition to the action prescribed in the preceding paragraph, events that include actions that may violate the property rights, privacy, portrait rights, or any other rights of Peatix or other third parties.
14. Events that include postage of questions or complaints regarding the accuracy of the feature or information of the Services.
15. Events using the Services for a purpose unintended by Peatix.
16. Events that create a nuisance to Peatix or other third parties.
17. Events that may lead to or has the risk of leading to crimes such as fraud, abuse of controlled substances, prostitution, or money laundering.
18. Events that solicit customers to transactions other than the Services by indicating preferential treatment or by any other method.

19. Events that advertise products or services unrelated to the Event or to attempt to increase the number of visitors to or attract attention to a website unrelated to the Event.
20. Collecting personal information or other information under the pretense of hosting an Event.
21. Events that direct Users to sites that spread harmful software, attempt to collect personal information, or otherwise adversely affect Users.
22. Other instances otherwise deemed inappropriate by Peatix.

Article 7 (Cancelling Events)

Cancellations of Events before event end dates must be conducted and processed through the method specified by Peatix. When and if an Event is cancelled by the Organizer, an email will be automatically sent to ticket purchasers to the Event, and any and all tickets to the Event will be voided immediately. The Organizer shall subsequently pay to Peatix the cancellation fees specified by Peatix via PayPal. Peatix shall concurrently refund the full amount of ticket purchases to all ticket buyers.

Article 8 (Application and Internet Connection)

In order to check in Consumers to an Event at the venue, the Event Organizer must either use a PC or iPhone / Android smartphone with the Peatix iPhone/Android app, connected to the internet. The Event Organizer bears all responsibility for providing a supported device and being in an environment where the device can connect to the Internet. Peatix bears no responsibility for the disabilities in attendee management through applications provided by Peatix or the Site caused by disorder in internet connection, computer, or server.

Article 9 (Payouts)

1. Events held in Japan, Singapore, Malaysia, Hong Kong, United States, Canada and Australia

If and when and Organizer has conducted an Event with Paid Tickets, Peatix shall determine ticket sales to such Event less processing fees applied by Peatix ("Payout Amount") after confirming that the Event has been properly conducted under the terms of this Agreement. Upon confirmation, Peatix will then transfer the Payout Amount to a bank account designated by the Organizer on the Site within five (5) business days.

For Hong Kong, Canada and Australia, the Organizer needs to register their bank

account details at the latest within 7 days after the first Paid Ticket is sold. If the bank account details are not registered within 7 days, Ticket sales will automatically be suspended for the Event. Payment processing services for Organizers for Events held in Hong Kong, Canada and Australia on Peatix are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to this Agreement or continuing to operate as an Organizer on Peatix, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Peatix enabling payment processing services through Stripe, you agree to provide Peatix accurate and complete information about you and your business, and you authorize Peatix to share it and transaction information related to your use of the payment processing services provided by Stripe.

2. Events held in other countries

After 5 business days from the date which Peatix confirmed that the Organizer has held the Event with Paid Ticket(s), Peatix will transfer the Payout Amount to the PayPal account designated by the Organizer in the Site.

3. For All Countries

If the Organizer does not have the bank account information (or PayPal account email address) registered on the Site, Peatix will not make payout until we acquire such information. Peatix bears no responsibility for the delay of payout and resultant damage caused by erroneous bank account information (or PayPal account email address). For the avoidance of doubt, no payment will be made in the event that Peatix, at its own discretion, suspends the Service, cancels the membership of the User, or suspends or deletes the Event in accordance with Article 6, and in such event, the Payment Amount will be refunded to the participant.

4. If the amount of the ticket sales price is less than the amount of the processing and other fees, Peatix may, at its own discretion, withhold the payment of the ticket sales price without notifying the Organizer. In this case, the Organizer is not required by Peatix to pay such fees.

Article 9-2 (Handling of Mandatory Canceled Tickets)

1. If a ticket purchased by a Consumer is suspected to have been purchased by fraudulent means, Peatix will forcibly cancel the ticket. In such case, Peatix will notify the Organizer to that effect and will not disburse the ticket sales proceeds in accordance with the provisions of Article 9.

Fraudulent means shall include, but is not limited to, cases where Peatix's own fraud detection system suspects fraudulent use of a credit card, or where the person who used a credit card suspected of fraudulent use is suspected of using another credit card.

2. The Organizer will not receive the sales price of the ticket due to the cancellation of the ticket in the preceding paragraph, for which Peatix shall not be liable.

Article 10 (Event Promotion Service)

Peatix and its subsidiary, Peatix Japan K.K., provides an event promotion service ("Promotion Service") which supports Organizers/Co-organizers to promote their Events created through the Site. If the Event is selected to be hosted in Japan, Peatix Japan K.K. will be the contracting entity, and for all other Events, Peatix Inc. will be the contracting entity for the relevant Promotion Service (hereinafter in this Article only, "Peatix" shall refer to either Peatix Japan K.K. or Peatix Inc. as the case may be, depending on the context). Promotion Service is a service through which Peatix announces the Events published by the Organizer/Co-organizer on the Site by sending emails to the Users and posting on the smart phone application provided by Peatix or on the web site. Below provisions are applied to the Promotion Service.

1. When an Organizer/Co-organizer wishes to use the Promotion Service, they shall sign-up with Peatix through the settings on the management screen of the Site or the smartphone application provided by Peatix, or through a Peatix sales representative.
2. Peatix will determine at its discretion whether to approve the Organizer/Co-organizer to use the Promotion Service for their Event, and only the approved Event ("Approved Events") shall be entitled to use the Promotion Service.
3. Signing-up through the settings
 - a. The specific details, conditions, and fees for the Promotion Service ("Terms and Fees") shall be provided by Peatix on the Site or the smartphone application provided by Peatix to the Organizer/Co-Organizer of the relevant Event. Organizer/Co-Organizer shall only sign-up for the Promotion Services if they agree to the Terms and Fees.
 - b. Based on the agreement regarding the application made between the Organizer/Co-organizer and Peatix, Peatix will announce the Approved Event through email distribution to other Users ("Email Boost") or postage on the Site and the smartphone application ("Tag Boost") provided by Peatix.
 - c. The Organizer/Co-Organizer who has applied for the Promotion Service through

the settings on the management screen shall agree to make payments of fees according to the details of the application.

4. Signing-up through a Peatix Sales Representative
 - a. Organizer/Co-organizer may apply for fixed-fee type Promotion Service (namely, Email Boost and Tag Boost services) or performance fee type Promotion Services which meets certain conditions determined by Peatix through a Peatix sales representative. In such case, the Organizer/Co-organizer shall request a cost estimate through a Peatix sales representative, and when the order confirmation from Peatix is sent to the Organizer/Co-organizer, it shall be deemed that Peatix and the Organizer/Co-organizer have reached an agreement on the specific orders and fees for the Promotion Service.
 - b. Peatix shall send an invoice to the Organizer/Co-organizer for the fee of the Promotion Services which shall be issued at the end of the month in which the relevant service period ends ("Closing Date"). The Organizer/Co-organizer shall pay the invoiced amount by wire transfer to the bank account designated by Peatix no later than the last day of the month following such Closing Date (or the last business day of the month if such date falls on a Saturday, Sunday, or bank holiday). Bank transfer charges shall be borne by the Organizer/Co-organizer.
5. Information regarding the Promotion Service including figures, estimation, effect, performance, or result presented in written, verbal, or in any other method are only for reference, and Peatix does not guarantee that the Organizers/Co-organizer can achieve the same. Organizers/Co-organizers who wish to use the Promotion Service are deemed to have acknowledged this prior to using the Promotion Service, and cannot make complaints or any other objections regarding the result.
6. If a person who has not registered as an User wishes to apply for the Promotion Service as an agent of the Organizer/Co-organizer, he/she shall confirm that these Agreements shall be applied or applied mutatis mutandis in accordance with his/her position as an Event Organizer and shall comply with these Agreements.

Article 11 (Consumer Coupon)

Peatix may distribute and post coupons and advertisements ("Consumer Coupon" or "Consumer Coupons") to the Consumers which are provided by Peatix or other third party companies and shops. Below provisions are applied to the Consumer Coupons:

1. Consumer Coupons are distributed and posted in the emails and smartphone application for Consumers provided by Peatix in the Site.

2. Peatix reserves the right to distribute and post Consumer Coupons which Peatix determined as appropriate without prior notice to the Organizer/Co-organizer.
3. Peatix reserves the right to stop the distribution and postage of Consumer Coupon at our discretion.
4. Organizers/Co-organizers cannot make complaints or any other objections regarding the distributed or posted Consumer Coupons.
5. Peatix bears no responsibility for the damages incurred by Organizer/Co-organizer or other third parties resulting from distributing and posting Consumer Coupons provided by third party companies and shops.

Article 11-2 (Prohibition of Donation Tickets)

1. By using the Service, the Organizer may not issue Tickets for the purpose of soliciting donations. Provided, however, if the Organizer is an incorporated legal entity and the Event page clearly states that goods or rights provided in paragraph 2 of this Article (including, but not limited to, thank-you gifts related to the Event, rights to view videos, etc.) will be given in exchange for the donation, it may solicit donations in conjunction with the Event being held on Peatix. Further, the Organizer shall comply to all applicable laws and regulations for soliciting donations,
2. Items that can be given in exchange for the donation are the following:
 - i. Right to participate in the Event
 - ii. Event-related thank-you gifts
 - iii. Video viewing rights related to the Event
 - iv. Other items similar to the above
 - v. Newsletter subscriptions, thank you emails, subscription to email lists, etc. are not considered compensation.

Article 12 (Subscription Service)

By using the Service, Organizers, regardless of whether the Organizer holds an Event, may collect membership subscription fees or support funds for the continuation of activities of the community, from the Users on a monthly or annual basis in consideration for providing services for the formation and development of the community. Peatix collects these membership subscription fees or support funds and transfers the funds to the Organizer after deducting of the relevant fee specified by Peatix. Following provisions shall be applied to the Subscription Service:

1. When using the Subscription Service, the Organizer will, in addition to these Agreements, present a separate terms of services to the Consumer which they are required to obtain Consumer's agreement.
2. Membership subscription fees or support funds which Peatix collects during the period of using Subscription Services will be transferred to the bank account specified by Organizer after deducting the relevant fee specified by Peatix at month-end-closing, next month-end payment term.
3. Peatix will take no part, and the Organizers are deemed responsible for determining the policies including the amount, charge frequency, refund, and purpose of the membership subscription fee or support fund.
4. Peatix bears no responsibility for the content of the services provided by the Organizer as a compensation for the membership subscription fee or support fund.
5. Peatix bears no responsibility for the damages incurred by Organizer or other third parties resulting from distributing and posting Consumer Coupons provided by third party companies and shops.
6. Peatix bears no responsibility for refunding membership subscription fees or support funds to the Consumers in case the community activity subject to charge is discontinued for any reason. Peatix will not refund any fee for collecting the membership subscription fees or support funds.

Article 13 (Representations and Warranties)

1. Organizers are deemed to represent and guarantee to Peatix that they (including the Organizer's managements and employees) and any Co-organizers do not and will not in the future apply to organized crime syndicates, direct members of organized crime syndicates or its associates, persons who ceased to be a member of organized crime syndicates until less than 5 years ago, companies or organizations related to organized crime syndicates, corporate racketeers, social movements such as advocating grounder or special intelligence violence groups such as other parties of similar to these ("Organized Crime Syndicates etc.") or to any of the sections below. Organizers are also deemed to confirm to Peatix that they will not make any action that falls into any of the items listed in Section 2 by themselves or by using other third parties including designated Co-organizers. Regardless of intellectual acts or acts of gross negligence, in case the Organizer/Co-organizer violates these representations and warranties, or confirmation, the Organizer/Co-organizer is deemed to agree that; (1) Peatix delete the Organizer/Co-organizer's event page from the Site and the server, (2)

Peatix immediately cancels the contract based on these Agreements, and cancels the membership of the Organizer. Organizer cannot claim for the damages resulting from such action and the Organizer incurs those damages. And the Organizer (excluding Organizers' managements and employees) will compensate for any resultant damages suffered by Peatix (including Peatix' managements and employees) and the Consumers (including Consumers' managements and employees).

2. Organizer hereby warrants and guarantees that they will not engage in the following activities, either directly or through an intermediary including designated Co-organizers:
 - i. Operating an entity having such relationship with Organized Crime Syndicates etc. that shows their control over the entity's management.
 - ii. Operating an entity having such relationship with Organized Crime Syndicates etc. that shows their substantial involvement in the entity's management.
 - iii. Operating an entity having such relationship with Organized Crime Syndicates etc. that shows reliance on Organized Crime Syndicates etc. for the purpose of unfairly benefiting oneself, one's own company or third parties or of damaging third parties.
 - iv. Operating an entity having such relationship that shows provision of funds or facilities to Organized Crime Syndicates etc.
 - v. Operating an entity of which Board members or people substantially involved in its management have socially condemnable relationship with Organized Crime Syndicates etc.
3. Organizer hereby warrants and guarantees that they will not engage in the following activities, either directly or through an intermediary including designated Co-organizers:
 - i. Claims made with forceful behavior and acts of violence.
 - ii. Unjust claims exceeding legal responsibilities.
 - iii. Use of threatening action or statements, or violent acts and behaviors in connection with any transaction between the parties.
 - iv. Acts and behaviors which may damage the credit or obstruct the business of the bank by spreading false rumors or the use of fraudulent means or by force.
 - v. Other acts and behavior equivalent to the above howsoever described.

Article 14 (Suspension of the Use of Services by the Organizer)

Peatix reserves the right to delete any Events created by the Organizer/Co-organizer through the Services, suspend their use of the Services, or take any other necessary

action (including legal proceedings), if the Organizer's action falls into any of the following items below or if a formal request is made from partnered financial institutions:

1. Organizer violated any one of the items specified in these Agreements (including when Organizer applies to any one of the items specified in Section 13 of this Agreement)
2. Organizer received a claim from the Consumer for the cancelation or postponement of the Event with Paid Tickets, or refund for the Paid Ticket.
3. Other instances otherwise deemed necessary to suspend the use of the Services by Peatix from the perspective of consumer protection.

Article 15 (Permissions Granted to Co-organizers)

Notwithstanding any terms set forth in this Agreement, Users who have been designated as Co-organizers to a Group by Organizers will be granted with permissions to conduct the following:

1. Nullifying permissions granted as a Co-organizer
 - i. Assigning oneself to Co-organizers or deactivating permissions of oneself
 - ii. Editing pages belonging to assigned Group
 - iii. Reviewing lists of followers to assigned Group
 - iv. Creating and editing Event pages hosted by Organizer within assigned Group
 - v. Editing, publishing, and canceling Event pages hosted by Organizer within assigned Group
 - vi. Ordering Promotion Services for Events hosted by Organizer within assigned Group
 - vii. Confirming participants and downloading participating lists (including user information data via registration forms) for Events hosted by Organizer within assigned Group
 - viii. Managing ticket orders (including the approval of cancelations and refunds of tickets acquired by participants) for Events hosted by Organizer within assigned Group.
 - ix. Activating and using check-in functions through web browsers for Events hosted by Organizer within assigned Group
 - x. Notwithstanding the above, any other functions that may from time to time be designated by Peatix to Co-organizer.
2. Notwithstanding any terms set forth in this Agreement, Users who have been designated as Co-organizers to a Group by Organizers may not engage in the following activities:

- i. Assigning other Co-organizers or deactivating permissions of other Co-organizers
- ii. Sending messages using messaging functions on the Website to followers of assigned Group
- iii. Posting announcement to assigned Group
- iv. Creating, editing, and managing members for Subscription Services within assigned Group
- v. Sending messages using messaging functions to participants or ticket buyers of Events hosted by Organizer within assigned Group
- vi. Reviewing details of Promotion Services ordered by Organizer and other Co-organizers for Events hosted by Organizer within assigned Group
- vii. Receiving ticket sale monies, and Reviewing and editing bank account details designated by Organizer, for Events hosted by Organizer within assigned Group
- viii. Ordering ticket resale programs for Events hosted by Organizer within assigned Group
- ix. Notwithstanding the above, using other functions that may not be prescribed to be used by Co-organizers by Peatix.

Article 16 (Granting of Rights to Information on the Event Page)

1. The Organizer reserves the intellectual property rights and other rights to the contents (the "Contents") described on pages within the Peatix Service, including the Event page, for which it holds the intellectual property rights.
2. By submitting, posting or displaying the Contents, the Organizer agree to grant Peatix a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, modify, adapt, publish, transmit, display and distribute (including archival distribution) such Content in any form, format, media or media channel, whether known or later developed.
3. The Organizer represents and warrants that it has all rights, licenses, consents, permissions, authorizations, and powers necessary to grant the licenses set forth in the preceding paragraph with respect to the Contents.

Individual Terms of Service for Peatix Live (™)

Peatix shall provide Peatix Live(™) (including the live chat function included in Peatix Live(™)) in accordance with this Peatix Live (™) Terms of Service (this "TOS"). This TOS shall be set forth as a set of clauses affixed to the Peatix Terms of Service (the "Original TOS"). Unless otherwise specified, the definitions and the terms of use for Peatix Live (™)

that are not included nor set forth in this TOS, shall be governed by the provisions of the Original TOS.

Article 1 (Accountability and Liability over Content)

1. The Organizer and Users are responsible for any content they transmit, post or display through the use of Peatix Live (™) ("Content"), including compliance with applicable laws and regulations. Peatix assumes no liability or legal representation in any form whatsoever for Content.
2. The Organizer and Users shall, at their own discretion and responsibility, behave, act, post, speak and transmit in connection with the use of Peatix Live (™), and Peatix shall not be responsible for any dispute arising between the Organizer or any User or third party in connection with the use of Peatix Live (™).
3. Peatix does not guarantee that any unauthorized use, reproduction, modification, alteration, publication, transmission, display or distribution of Content by any third party will not occur.
4. Users are prohibited from engaging in any of the following activities:
 - i. Reproducing, downloading, distributing, transmitting, broadcasting, displaying, selling, licensing, altering or modifying any Content distributed by the Organizer in whole or in part; and
 - ii. Committing any act which otherwise infringes upon the rights belonging to the Organizer.
5. Peatix reserves the right to delete any Content in breach of this TOS or the Original TOS, and when and if it deems that any Content is in infringement of copyright or trademark, or is indicating the unauthorized use of intellectual property, spoofing, tort or harassment.

Article 2 (Grant of Rights to Content)

1. The Organizer and Users reserve all intellectual property and other rights to the Content.
2. The Organizer and Users agree that by sending, posting or displaying Content on Peatix Live (™), they hereby grant to Peatix, free of charge, a sublicensable, worldwide, non-exclusive license to use, reproduce, modify, alter, publish, transmit, display and distribute (including archive distribution) the Content in any form, format, media or media channels, whether already known or to be developed in the future.
3. The Organizer and Users represent and warrant that they possess and retain any and all rights, licenses, consent, permissions, capacity and authority with respect

to the Content necessary for the authorization set forth in the preceding paragraph.

Article 3 (Settings for Distribution and Viewing)

1. Settings for the distribution and viewing (including but not limited to hardware such as a PC or mobile device, software such as a browser or app, and communication environment or conditions such as internet connectivity and bandwidth, etc.) necessary for the use of Peatix Live shall be prepared and maintained at the expense and responsibility of the Organizer and Users.
2. Peatix shall not be responsible for any damage suffered by the Organizer or any User due to any unanticipated circumstances such as interruption, slowdown, failure, suspension, unavailability, or discontinuation of the distribution or viewing of the Content due to the status of the internet connectivity and bandwidth on the part of the Organizer or any User, hardware conditions, or other unexpected reasons not within the scope of responsibility of Peatix.
3. The Organizer and Users agree that Peatix may record video and/or audio Content for the purpose of improving the quality and developing additional functionality of Peatix Live (™), and utilizing any Content for marketing purposes (upon written consent in each instance), etc.

Article 4 (Other)

1. The Organizer shall refer to the Peatix Live payment terms which will be applied to the usage of Peatix Live(™) to the Organizer.
2. In no event shall the User allow any third party other than the User to view the Content utilizing a purchased ticket.

Individual Terms of Service for Peatix Token Gating

A token-gating service for Peatix Events ("Peatix Token Gating") shall be provided in accordance with this "Individual Terms of Service for Peatix Token Gating" ("Peatix Token Gating TOS"). This Peatix Token Gating TOS shall be set forth as a set of clauses affixed to the Peatix Terms of Service (the "Original TOS"). Unless otherwise specified, the definitions and the terms of use for Peatix Token Gating that are not included nor set forth in this Peatix Token Gating TOS, shall be governed by the provisions of the Original TOS.

Article 1 (Definitions)

1. "Chain ID" means the publicly available identifier on a blockchain required in the processes of signing transactions and verifying transaction signatures.
2. "Contract Address" means the publicly available address of a smart contract which manages the balances of token holders.
3. "Pre-specified Token(s)" means a certain type of token specified by the Organizer that allows its owner to receive or purchase a Ticket. Tokens with the following standards are currently supported by Peatix Token Gating.
 - ERC-721
4. "Token-gated Ticket" means a type of Ticket issued on the Peatix platform which may be received or purchased by the owner of a Pre-specified Token.
5. "Wallet" means a digital wallet that stores cryptocurrency, non-fungible tokens or other digital assets. The following Wallets are currently supported by Peatix Token Gating.
 - Metamask; and
 - Other Wallets supported by Wallet Connect

Article 2 (Use of Peatix Token Gating by Organizers)

Organizers who wish to use Peatix Token Gating shall make an application in the manner prescribed by Peatix.

Article 3 (Service for Organizers)

1. Organizers may issue a single type of Token-gated Ticket as well as general admission tickets for each Event they organize.
2. In order to issue Token-gated Tickets, the Organizer shall designate a Pre-specified Token or multiple Pre-specified Tokens which entitles its owner to receive or purchase a Token-gated Ticket for a certain Event by submitting the Contract Address(es) and the Chain ID in the manner specified by Peatix.
3. When Users attempt to receive or purchase Token-gated Tickets, Peatix will authenticate and verify the User's ownership of the Pre-specified Token. Peatix shall not authenticate or verify that the User who received or purchased the Token-gated Ticket will be in possession of the Pre-specified Token at the time of the Event.

Article 4 (Services for Consumers)

1. Users may receive or purchase a Token-gated Ticket if they own a Pre-specified Token in their Wallets that is authenticated and verified through Peatix Token Gating.
2. A Pre-specified Token identified by a specific token ID may be used only once to receive or purchase a Token-gated Ticket for a specific Event.
3. Peatix shall not offer the Ticket cancellation feature for Token-gated Tickets.

Article 5 (Disclaimer of Liability)

1. Peatix shall have no liability for any claims, losses, or damage caused by errors or omissions in any information contained in the Wallets.
2. Peatix shall not guarantee that the User who received or purchased the Token-gated Ticket will be in possession of the Pre-specified Token at the time of the Event.
3. Peatix shall not guarantee the truth, accuracy or completeness of any information received in the course of providing the Peatix Token Gating.