

PEATIX TERMS OF SERVICE

Last updated: June 1, 2026

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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 include, without limitation, services that enable Users to create, publish, browse, promote, or access Event pages, Group pages, Content Offer Pages, communities, Tickets, Subscription Service, and other information, content, materials, or resources made available through the Site. These Services are provided under the following Terms of Service ("Agreement") and pertinent individual provisions and guidelines (Agreement and pertinent individual provisions and guidelines are hereinafter referred to as "Agreements").

Article 1 (Application of these Agreements)

These Agreements govern all Services provided through the Site between Peatix and Users. These Agreements will be applied cumulatively together with the individual provisions and guidelines, and the individual provisions and guidelines constitute part of these Agreements. 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 who uses the Service to host a Group, or an Event or community within a Group, creates a Content Offer Page, or otherwise makes Organizer Content and other materials, resources, or information available to Users 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, Groups, Content Offer Pages, or other content, materials, resources, or information created 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 access or review a Content Offer Page, to purchase any items through the Site, to use any Subscription Service.
5. "Event" or "Events" refer to an event created within a specific Group using the Site.
6. "Ticket" or "Tickets" refer to electronic or printed media that enables entry to and participation in an Event or community created by using the Site.
7. "Group" or "Groups" refer to the aggregate unit of Users created on the Site consisting of an Organizer and Users who have participated in, accessed, subscribed to, or otherwise expressed an interest in Events, Content Offer Pages, or other content or Services made available by Organizers/Co-organizers.
8. "Paid Ticket" or "Paid Tickets" refer to the paid Tickets published by Organizers/Co-organizers using the Site.
9. "Free Ticket" or "Free Tickets" refer to the free Tickets published by Organizers/Co-organizers using the Site.
10. "Transaction" or "Transactions" refer to the action of purchasing Paid Tickets or getting Free Tickets, purchasing any items through the Site, or using 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 Organizers/Co-organizers (hereinafter "TOS for 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, including any Organizer Content.
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.
14. "Content Offer Page" or "Content Offer Pages" refer to a page created by an Organizer by using the Site to present, promote, or provide access to any Organizer Content.
15. "Organizer Content" refers to any content, materials, information, media, resources, listings, descriptions, links, trademarks, or other items made available by an Organizer through an Event page, Content Offer Page, Group page, or otherwise through the Services, including through links to third-party websites.

Article 3 (Role of Peatix)

1. Peatix provides a platform through which Organizers and Consumers may conclude, create, publish, browse, access, and interact with Event pages, Content Offer Pages, Groups, Transactions, and other services made available through the Site. Peatix bears no liability on the actual Transactions, dealings, communications, content access arrangements, or other interactions between Organizers and Consumers. Therefore, upon completion of a Transaction in accordance with Article 3 of the Individual Terms of Service for Consumers, an agreement is made between the Organizer and Consumer. In addition, where an Organizer makes Organizer Content available through an Event page, Content Offer Page or through a link to a third-party website, any access to, use of, or reliance on such Organizer Content shall be solely between the Organizer and the relevant User, and Peatix is not a party thereto. Unless otherwise expressly stated by Peatix, the Organizer, and not Peatix, is the seller, merchant, provider, and responsible party with respect to any Event, Ticket, Group, Content Offer Page, Organizer Content, goods, services, or other materials made available by such Organizer through the Services. Peatix provides the Services as a platform and, where applicable, as a payment collection agent authorized by the Organizer, and does not take title to, resell, own, control, or assume responsibility for

any such Event, Ticket, Group, Content Offer Page, Organizer Content, goods, services, or other materials.

2. The Organizer shall appoint and authorize Peatix, or an affiliated entity designated by Peatix to act as payment collection agent from time to time based on the applicable payment method, region, or operational structure, to receive the Ticket price and any other applicable amounts on behalf of the Organizer. The Consumer's obligation to pay the Ticket price or any other applicable amounts under the contract concluded between the Organizer and the Consumer shall be deemed to have been completed when Peatix or an affiliated entity designated by Peatix to act as payment collection agent from time to time, receives such Ticket price or any other applicable amounts from the Consumer on behalf of the Organizer.

The entity designated to act as the payment collection agent may vary depending on the Organizer's location, the currency of the Transaction, the payment method used, or other operational considerations, and may be updated by Peatix from time to time upon notice to Users. The applicable entity may be identified in the payout documentation or other communications provided by Peatix.

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 cases where Organizer Content is made available through an Event page, Content Offer Page or through a third-party website linked from the Site, Peatix does not act as a publisher, editor, or controller of Organizer Content, except to the extent necessary to operate the Services or enforce these Agreements. Peatix does not guarantee the availability, quality, legality, safety, accuracy, completeness, or usefulness of any Organizer Content or third-party website.
5. In the event of a dispute between a User acting as Organizer and another User, or between Users, including, without limitation, disputes relating to Events, refunds, Content Offer Pages, Organizer Content, linked third-party websites, data collection by Organizers or third parties, or access to content or materials, the dispute shall be resolved between the Users concerned and Peatix shall not be held liable.

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

1. Individuals who have given their consent to these Agreements 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 a 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 a User is inquired by Peatix or any other User regarding the information registered or Events, Groups, Content Offer Pages, User Contents, including Organizer Contents, or other information 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 a 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 a User wishes to cancel their membership, they should promptly apply for cancellation with the exception of a User being an Organizer who has a published, but has not finished an Event. Once the prescribed membership cancellation procedures have been completed, membership will be considered cancelled.

Article 9 (System Environment)

1. The Users bear 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. To the fullest extent permitted by applicable law, the Services are provided on an "as is" and "as available" basis, and Peatix disclaims all representations and warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade.
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. Any information, content, materials, or resources made available through the Services, including through Events, Content Offer Pages, Organizer Content, or external links, are provided for general informational purposes only and do not constitute professional, legal, financial, or medical advice. Users should seek independent professional advice before relying on any such information.
4. Peatix will bear no responsibility for any damages resulting from a User violating these Agreements.

5. Peatix will bear no responsibility for the contents of Events, Groups, Content Offer Pages, User Content, Organizer Content, User Trademarks, external links, or any other contents, materials or information shared by any Users on or through this Site.
6. Peatix will bear no responsibility for the usability, compatibility, integrity, accuracy, safety, legality, timeliness, availability, or completeness of any information, content (including any User Content), materials, resources, or services provided through the Site and the Services, including any information communicated through emails, Organizer Content and external sites linked from the Site which is managed by third parties. All such use, access, or reliance is at the User's own risk.
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 indirect, incidental, or consequential damages resulting from the usage of the Services or inability to use the Services, except as otherwise provided in this Article 10 or to the extent prohibited by applicable law.
9. Peatix will not be liable for the acts or omissions of any third parties, including third parties assisting Peatix in providing the Services, third-party websites or platforms linked from an Event page, Content Offer Page or other page on the Site, third parties that an Organizer or Co-organizer engages with an Event, Group, Content Offer Page or other Services, or third parties that User chooses to use, contract with, or submit information to when using the Services.
10. Any trouble or dispute between Users, or between a User and another third party, regarding the Services, including, without limitation, any dispute relating to Events, Content Offer Pages, linked websites, Organizer Content, downloads, access to externally hosted materials, or the collection or processing of personal information by Organizers or third parties, must be resolved between them, and Peatix bears no responsibility.
11. Peatix may delete the information that Organizers collected or made available through the Service in accordance with applicable law and the guideline designated by Peatix. Such information may include personal information such as address, phone number, company name, title, or other information obtained by Organizers through the form created by Organizer on the Site. Peatix does not control, store, or access personal information collected directly by Organizers or third parties on external websites

linked from the Site. Peatix will bear no responsibility for any damages resulting from such deletion or from any collection, processing, storage, transfer, or use of personal information on external websites.

12. Notwithstanding the foregoing provisions of this Article 10, and to the fullest extent permitted by applicable law, except as otherwise provided for in these Agreements, in the event that a 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 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 Peatix's control, and damages arising from special circumstances (whether foreseen by us or not)), 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. To the fullest extent permitted by applicable law, Peatix shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or lost profit damages, even if advised of the possibility 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.
13. The inclusion, display, or availability of any Event, Group, Content Offer Page, Organizer Content, external link, or third-party material through the Services does not constitute endorsement, sponsorship, recommendation, or approval by Peatix.
14. In the event any claim, demand, dispute, investigation, liability, loss, damage, cost, or expense (including reasonable attorneys' fees) is incurred by Peatix arising out of or in connection with (i) any Event, Group, Content Offer Page, Organizer Content, external website or service linked by an Organizer, or (ii) any collection, processing, storage, transfer, or use of personal information by an Organizer or any third party designated by the Organizer, the relevant Organizer shall, to the extent arising out of or in connection with such Organizer's use of the Services, acts or omissions, breach of these Agreements, or violation of applicable laws, defend, indemnify, and hold

harmless Peatix from and against any damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

15. Prices displayed on the Service may be shown in a currency determined by Peatix or its payment providers, and may differ from the User's local currency. Peatix does not control exchange rates or fees applied by financial institutions or payment providers.

Notwithstanding anything to the contrary in this Article 10, nothing in these Agreements shall exclude or limit Peatix's liability to the extent such exclusion or limitation is not permitted under applicable law, including liability arising from Peatix's willful misconduct or gross negligence.

Article 11 (Prohibitions)

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

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 photo shooting events targeted at children under the age of 18.
5. Distributing or submitting harmful computer programs or e-mails, or otherwise distributing files or data that contains such programs or e-mails.
6. Lending or giving a username and password to a third party, or sharing a 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, Content Offer Page, Organizer Content, or third-party website linked through the Services.
15. Posting false, abusive, repetitive, or bad-faith complaints regarding the features or information of the Services.
16. Using the Services for a purpose unintended by Peatix, including using a Content Offer Page or other feature primarily to redirect Users to unrelated websites, deceptive lead-generation pages, or harmful or unlawful content.
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, services, or data-collection activities outside the Services by indicating preferential treatment, using misleading statements, or by any other deceptive method, except to the extent expressly permitted by Peatix for approved uses of Content Offer Pages or other Service features.
20. Engaging in any activities that could be deemed as spam, scams, deceptive practices, abusive lead-generation, or unlawful data-harvesting practices.
21. Collecting personal information or other information under the pretense of hosting an Event, creating a Group, operating a Content Offer Page, or through any other misleading use of this Site or Services, including directing Users to a third-party

website that collects information in a deceptive, unlawful, or inadequately disclosed manner.

22. Directing Users to sites that spread harmful software, contain unsafe or unlawful downloads, attempt to collect personal information without appropriate disclosures, impersonate another person or entity, 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 that is collected, held, or processed by Peatix. Any such 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)

To the extent permitted by applicable law, 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 except where such limitation is prohibited by applicable law.

1. Actions that violate the law or these Agreements.
2. Inappropriate or unauthorized use of the Service by a 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 a 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 Discontinuation of the Service)

Peatix may, at its discretion, modify, suspend, alter or discontinue all or any part of the Service, including specific features or functionalities, on a global or regional basis, without liability to Users, to the extent permitted by applicable law.

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 that is collected, held, or processed by Peatix according to the Privacy Policy (provided separately), and Users shall use the Services upon agreeing to such Privacy Policy. Users acknowledge that when they access external websites or services linked through the Site, the collection and handling of personal information by such external websites or services are governed by the terms and privacy policies of the applicable third parties, not by Peatix.

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 provide notice of such revisions, the contents of the revised Agreements and the effective date thereof on the [Peatix's website](#) or by e-mail or other appropriate means, in accordance with the nature of such revisions, as follows:

- i. in the event revisions materially and adversely affect Users, Peatix shall provide notice no later than thirty (30) days prior to the effective date;
 - ii. for all other cases, Peatix shall provide notice within a reasonable period prior to the effective date, taking into account the nature and impact of such revisions; and
 - iii. notwithstanding the foregoing, Peatix may make revisions effective immediately where such revisions are required by applicable law or regulation, necessary for security, fraud prevention, or abuse mitigation, or are of a purely administrative or clarifying nature that does not materially affect Users' rights or obligations.
3. In the event any User uses the Site after the effective date of such 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) are not, and will not in the future be, organized crime syndicates, members of organized crime syndicates, or any other persons falling within the categories of Organized Crime Syndicates etc. (as defined in Article 13 of the Individual Terms of Service for Organizers/Co-organizers), and do not fall under any of the sections below. Peatix further represents, warrants, and covenants that it will not, either directly or through any third party, engage in any of the acts set forth in paragraph 2 below. 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, displayed or otherwise made available in connection with the Services, including the Event page, Content Offer Page, Group page, or other page or feature on the Site, to the extent such User holds such intellectual property rights.
2. By submitting, posting, displaying, linking to, or otherwise making available any User Content and User Trademarks through the Services, 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, including any content, materials, trademarks, or other items referenced, described, or linked through an Event page, Content Offer Page, Group page or other feature of the Services.
4. Each User further represents and warrants that all User Content and User Trademarks, and any third-party websites or materials that such User links to or makes accessible through the Services, (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, at its sole discretion, to remove, disable, delist, suspend, or restrict access to any User Content, User Trademarks, Event, Content Offer Page, Group, external link, or other material from the Services if it believes that any User Content or User Trademarks violates these Agreements, may expose Peatix or Users to risk, may be unlawful or harmful, or for any other reason. Peatix has no obligation to monitor any User Content, Organizer Content, or other materials made available through the Services, and may review, identify, filter, remove, or restrict such content using human review, automated tools, or other means in its discretion. Peatix's decisions regarding content moderation, enforcement, or removal shall be final.
6. If any User believes that any User Content, including any Organizer Content, or other material available through the Services infringes their intellectual property rights, such User may submit a notice to Peatix in accordance with procedures designated by Peatix. Peatix may remove or disable access to such content at its discretion.

Article 21 (Severability and Force Majeure)

1. 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.
2. Peatix shall not be liable for any delay, interruption, failure, or inability to perform any obligation under these Agreements to the extent caused by any event or

circumstance beyond Peatix's reasonable control, including acts of God, natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, labor disputes, interruption or failure of telecommunications, network, hosting, cloud, platform, or internet services, governmental actions, power outages, or failures of third-party service providers.

Article 22 (Language, Governing Laws and Jurisdiction)

The applicable 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, Content Offer Pages created by Organizers in Japan, Groups created by Organizers in Japan, or other Services provided by or for Organizers 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, Content Offer Pages created by Organizers outside of Japan, Groups created by Organizers outside of Japan, or other Services provided by or for Organizers 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)

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, purchases a Paid Ticket, accesses a Group or Content Offer Page, or otherwise uses consumer-facing features of the Services. Users shall be deemed to have reviewed and

agreed to the TOS for Consumers when using the Services. By ordering a Free Ticket, purchasing a Paid Ticket, accessing a Group or Content Offer Page, or otherwise using consumer-facing features of the Services, 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 these Agreements.

Article 2 (Pricing of Tickets)

By using this Service, Event Organizers/Co-organizers create Events and Tickets related to such Events and make Tickets available for sale through the Services. 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.

Peatix reserves the right to cancel or void any Transaction, in whole or in part, in the event of system errors, pricing errors, inventory discrepancies, unauthorized transactions, or other unavoidable circumstances. In such cases, Peatix will provide refunds or take other appropriate measures in accordance with its procedures.

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 4-2 (Content Offer Pages and External Websites)

1. The Service may allow Organizers to create Content Offer Pages that describe, promote, or provide access to content, materials, or resources made available by the Organizer or a third party. Peatix does not host or control content, materials, or

resources made available on third-party websites linked through a Content Offer Page or otherwise through the Service.

2. When a User clicks a link to an external website, the User leaves the Peatix-controlled environment and becomes subject to the terms, conditions, and privacy policies of the applicable third party. Any personal information that a User provides on such external website is collected and processed by the applicable third party, not by Peatix.
3. Peatix bears no responsibility for the availability, legality, accuracy, safety, quality, or usefulness of any content, materials, resources, products, services, or data practices of any external website.

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 as required under applicable law or 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 in the preceding paragraph, a cancellation fee may be charged to the Consumer depending on the payment method, timing, or region. The applicable fees will be disclosed at the time of the Transaction or through the Service.
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 may cancel the Ticket at its discretion. 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 except as required under applicable law, including with respect to notification, if an Event is cancelled due to circumstances related to the Organizer/Co-organizer; provided, however, where the Organizer cancels the Event in accordance with Peatix's prescribed method, Peatix will facilitate the refund of the Ticket purchase amount in accordance with its procedures, acting solely as a payment collection agent on behalf of the Organizer and without assuming any liability for such refunds except as required by applicable law. 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 cannot be resold or provided to a third party for reselling purposes except to the extent permitted under applicable law. If it is determined that a Ticket has been resold, the Ticket may be nullified without any refund 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.
5. Where membership fees or support payments are charged on a recurring basis, Users agree to such recurring charges based on the applicable billing cycle. Users may cancel such recurring charges in accordance with the procedures specified by the Organizer or Peatix.

INDIVIDUAL TERMS OF SERVICE FOR ORGANIZERS/CO-ORGANIZERS

Article 1 (Usage of Services)

1. Individual Terms of Services for 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, a Group, Content Offer Page, or otherwise makes Organizer Content available through the Services. 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 acts primarily as a platform provider and is not a party to any transaction between Organizers and Users, except to the extent that Peatix acts as a payment collection agent on behalf of the Organizer as expressly provided in these Agreements. Peatix does not act as a general agent, representative, or partner of any Organizer.
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, or through any third-party website or service linked from an Event page, Content Offer Page, Group page, or other feature of the 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 in connection with an Event or other Services used by the Organizer/Co-organizer, 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 otherwise as reasonably necessary for the operation, administration, or provision of the relevant Event, Subscription Service, or other Services.
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 Users through a questionnaire form that the Organizer/Co-Organizer creates on the Event page for the relevant Event or through a third-party website or service linked from an Event Page, Content Offer Page or other feature of the Services. 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 or the applicable third party before obtaining such information. The Organizer/Co-Organizer shall use the Participant Information Deemed Necessary by Organizer only for such disclosed 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. Where such information is collected through a third-party website or service, the Organizer/Co-Organizer shall be solely responsible for such collection and handling, and Peatix shall bear no responsibility therefor.

4. Except as otherwise expressly stated by Peatix in writing, the Organizer/Co-organizer acts as an independent controller (or equivalent role under applicable law) with respect to personal information collected directly by the Organizer/Co-organizer or through third-party services, and Peatix acts only as a service provider or processor (or equivalent role under applicable law) with respect to personal information processed by Peatix solely on behalf of the Organizer/Co-organizer through the Services. Nothing in these Agreements creates joint controllership unless required by applicable law.

Article 3 (Creation and Publishing of Events and Tickets and Use of Other Services)

1. Organizers may publish Events, issue Tickets, create Groups or Content Offer Pages, and make Organizer Content available using the Service. Peatix holds no responsibility or liability for the contents of the Events, Groups, Content Offer Pages, Organizer Content, or any external websites or materials linked by the Organizer. Responsibility for paying any applicable taxes, including consumption tax, on Ticket sales is held by the Organizers. If any claim, complaint, demand, investigation, or dispute arises out of or relates to an Event, Ticket, Group, Content Offer Page, Organizer Content, any linked third-party website, any externally hosted content, or any collection or processing of personal information by the Organizer or a third party designated by the Organizer, the Organizer shall deal with such matter in good faith at

its own responsibility and expense, and Peatix shall not be held liable. However, Peatix reserves the right to, at its discretion, determine and handle complaints from Consumers on behalf of the Organizer without any advance notice to the Organizer, solely as an administrative convenience and without assuming any obligation, liability, or responsibility of the Organizer. Peatix reserves the right to, and the Organizer agrees to, charge the Organizer any cost incurred by Peatix to handle such complaint, and the Organizer shall promptly reimburse and indemnify Peatix for such costs.

2. Peatix may establish, modify, or update fees, commissions, and other charges applicable to the Services from time to time. Such fees may vary based on region, currency, payment method, or other operational factors, and will be communicated to Organizers through the Site or otherwise in accordance with these Agreements.
3. Organizers are responsible for ensuring that their designated payout account, including any PayPal, Stripe or other third-party account, is valid, properly maintained, and capable of receiving funds in the applicable currency.

Article 3-2 (Organizer Content)

1. Organizers may create and publish Event pages and Content Offer Pages through the Service in a manner prescribed by Peatix. Organizers are solely responsible for all Organizer Content made available through the Services, including the accuracy, legality, safety, completeness, and appropriateness of all descriptions, materials, and external links.
2. Organizers represent and warrant that they have all rights, licenses, permissions, consents, and authority necessary to publish the Event page or Content Offer Page and make the relevant Organizer Content available to Users, whether such Organizer Content is hosted on Peatix or on a third-party website.
3. Where an Event page, Content Offer Page or other Services links to a third-party website, the Organizer is solely responsible for the operation of such website, the content made available thereon, and any collection, processing, storage, transfer, or use of personal information or other data thereon. Organizers shall ensure that any external website linked through the Services includes appropriate disclosures, including any legally required privacy notices and terms applicable to users.
4. Peatix may review, restrict, suspend, remove, or refuse to publish any Event page, Content Offer Page or external link in its sole discretion.

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 the merchant selling Paid Tickets for Paid Event through the Services.
2. Tickets paid through the Services are sold by the Organizer, and Peatix acts solely as the Organizer's authorized payment collection agent unless otherwise expressly stated by Peatix.

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 Services)

When the Organizer/Co-organizer publishes an Event, or creates a Group, Content Offer Page or other Organizer Content through the Services, including any Event that accepts orders for Free Ticket or Paid Ticket, Peatix reserves the right to review such content based on the guideline specified in these Agreements. Peatix reserves the right to prohibit a User from using the Service, changing a User's username and/or password, delete a User's account, cancel an Event, remove or disable a Group or Content Offer Page, or restrict access to any Organizer Content or external link without prior notice if a created Event, Group, Content Offer Page, external link, or action by a User is considered to qualify for any of the following. Peatix bears no liability or 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 a User.
3. Events, Groups, Content Offer Pages, or Organizer Content for the purpose of recruiting membership for a particular ideology or religion.

4. Events, Groups, Content Offer Pages, or Organizer Content that violate public order and morality.
5. Events, Groups, Content Offer Pages, or Organizer Content 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, Groups, Content Offer Pages, or Organizer Content promoting sexual exploitation of children, including child sexual abuse, child pornography, child prostitution, and photo shooting events targeted at children under the age of 18.
7. Events, Groups, Content Offer Pages, or Organizer Content that include false or inaccurate information or the information is insufficient to confirm the contents of the Event, Group, Content Offer Page, or Organizer Content.
8. Events, Groups, Content Offer Pages, or Organizer Content that violate the rights and honor of the Users or other third parties.
9. Events, Groups, Content Offer Pages, or Organizer Content that post or send harmful computer programs or emails.
10. Events, Groups, Content Offer Pages, or Organizer Content that copy, reproduce, transmit, distribute, or otherwise 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, Groups, Content Offer Pages, or Organizer Content that include actions equal or similar to an election campaign, regardless of whether or not during the election period.
12. Events, Groups, Content Offer Pages, or Organizer Content 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, Groups, Content Offer Pages, or Organizer Content that include actions that may violate the property rights, privacy, portrait rights, or any other rights of Peatix or other third parties.

14. Events, Groups, Content Offer Pages, or Organizer Content that include posting of questions or complaints regarding the accuracy of the feature or information of the Services.
15. Events, Groups, Content Offer Pages, or Organizer Content using the Services for a purpose unintended by Peatix.
16. Events, Groups, Content Offer Pages, or Organizer Content that create a nuisance to Peatix or other third parties.
17. Events, Groups, Content Offer Pages, or Organizer Content 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, Groups, Content Offer Pages, or Organizer Content that solicit customers to Transactions other than the Services by indicating preferential treatment or by any other method, except to the extent expressly permitted by Peatix for approved uses of Content Offer Pages or other Service features.
19. Events, Groups, Content Offer Pages, or Organizer Content that advertise products or services in a misleading manner, are unrelated to the stated purpose of the page or content or to attempt to increase the number of visitors to or attract attention to a website in a way not intended by Peatix.
20. Collecting personal information or other information under the pretense of hosting an Event, operating a Group or Content Offer Page, or through any other misleading use of the Services.
21. Events, Groups, Content Offer Pages, or Organizer Content that direct Users to sites that spread harmful software, contain unsafe or unlawful downloads, attempt to collect personal information without appropriate disclosure, 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 or other third-party payment service provider supported or designated by Peatix from time to time. 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. This Article 9 applies solely to payments for which Peatix (or an affiliated entity designated by Peatix) acts as a payment collection agent authorized by the Organizer in accordance with these Agreements.
2. If and when Peatix acts as a payment collection agent for an Organizer in connection with an Event with Paid Tickets or other paid offerings made available through the Services, Peatix shall determine the total amount of payments collected on behalf of the Organizer, less any applicable processing fees, commissions, refunds, chargebacks, or other amounts owed to Peatix (the "Payout Amount"), after confirming that the applicable Event or Transaction has been conducted or completed in accordance with these Agreements.
3. Peatix will transfer the Payout Amount to the payment destination designated by the Organizer through the Service. Such payment destination may include a bank account, PayPal account, Stripe account, or other third-party payment service provider supported or designated by Peatix from time to time.
4. Organizers may be required to establish and maintain an account with a third-party payment service provider designated or supported by Peatix (including, without limitation, PayPal, Stripe or similar providers) in order to receive payouts. The use of such third-party services shall be subject to the terms and conditions of the applicable provider.
5. Prices, fees, and payouts may be denominated in a currency determined by Peatix or the applicable payment provider. Organizers acknowledge and agree that foreign exchange conversions, currency fluctuations, and related fees may apply, and that such conversions and fees are determined by the applicable payment provider or

financial institution. Peatix shall not be responsible for any such conversions, fees, or resulting differences in amounts received.

6. Payouts will be made within a reasonable period following confirmation of the applicable Event or transaction, and Peatix will use commercially reasonable efforts to process payouts promptly, subject to any applicable verification procedures, processing timelines, or requirements imposed by Peatix or the applicable payment provider. Actual timing of receipt may vary depending on the Organizer's payment destination, the payment method used, and the policies of the relevant financial institutions or third-party providers.
7. Peatix reserves the right to withhold, deduct, or set off from the Payout Amount any amounts owed by the Organizer to Peatix, including but not limited to fees, refunds, chargebacks, penalties, or other liabilities arising under these Agreements. Where Peatix refunds Consumers prior to receiving the corresponding amounts from the Organizer, Peatix may recover such amounts from the Organizer, including by setting off against any future Payout Amounts.
8. Payouts may be subject to identity verification, fraud prevention checks, and compliance with applicable laws and regulations, including anti-money laundering and sanctions requirements. Peatix may delay, suspend, or withhold payouts where necessary to comply with such requirements or to investigate suspected violations.
9. Peatix shall not be responsible for any delays, failures, errors, currency conversions, fees, or other actions attributable to third-party payment service providers, financial institutions, or intermediary systems used in connection with payouts.
10. Peatix may modify the available payout methods, payment providers, currencies, or related processes from time to time in connection with changes to the Services, operational requirements, or applicable laws. Peatix will provide notice of such changes in accordance with these Agreements.
11. Organizers shall provide any tax identification or documentation reasonably requested by Peatix. Peatix may withhold, deduct, or set off from any Payout Amount any amounts required to be withheld under applicable law, and may issue tax-related reports or filings to relevant authorities or Organizers. Organizers are responsible for all taxes applicable to amounts received through the Services.
12. For the avoidance of doubt, Peatix shall have no responsibility for, and this Article 9 shall not apply to, any payments made directly between Users and Organizers outside the Services or through external websites, services, or payment methods that are not processed by Peatix or its designated payment providers.

13. Peatix holds funds collected on behalf of Organizers solely as a commercial payment collection agent pending payout to the Organizer, and does not establish or maintain any deposit, escrow, trust, or custodial account for the benefit of any Organizer, except as required by applicable law.

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 posting 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 a binding 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 a 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 posting of Consumer Coupon at its 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 with 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 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 Consumers 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 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 represent and warrant to Peatix that the Organizer (including the Organizer's officers and employees) and any Co-organizers are not, and will not in the future be, organized crime syndicates, members of organized crime syndicates, persons who have not passed five (5) years since ceasing to be such members, quasi-members of organized crime syndicates, companies or organizations related to organized crime syndicates, corporate racketeers, groups advocating social movements, special intelligence violence groups, or any other similar persons ("Organized Crime Syndicates etc."), and do not fall under any of the sections below. Organizers further represent, warrant, and covenant that they will not, either directly or through any third party (including designated Co-organizers), engage in any of the acts set forth in Paragraph 2 below.

Regardless of intent or negligence, if the Organizer/Co-organizer breaches any of the foregoing representations, warranties, or covenants, the Organizer agrees that Peatix may, without prior notice: (1) delete the Organizer's Event page, Group, Content Offer Page, Organizer Content, or any other materials or resources made available through the Services from the Site and servers, (2) immediately terminate the agreement under these Agreements, and revoke the membership of the Organizer. The Organizer shall have no objection to such measures and shall not make any claim against Peatix for any damages arising therefrom, and shall bear all such damages. Furthermore, if any damage is incurred by Peatix (including its officers and employees) or Users as a result of such breach, the Organizer (excluding its officers and employees) shall indemnify and compensate for all such damages.

- 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. Organizer represents and warrants 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, Groups, Content Offer Pages and Organizer Contents created or otherwise managed 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 these Agreements)
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)

1. Notwithstanding any terms set forth in these Agreements, Users who have been designated as Co-organizers to a Group by Organizers will be granted with permissions to conduct the following:
 - 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. Creating and editing Content Offer Pages and other content-related pages or services (including Organizer Content made available for access or download) within the assigned Group
 - vii. Editing, publishing, and otherwise managing Content Offer Pages and such content-related pages or services within the assigned Group
 - viii. Ordering Promotion Services for Events hosted by Organizer within assigned Group
 - ix. Confirming participants and downloading participating lists (including user information data via registration forms) for Events hosted by Organizer within assigned Group
 - x. Managing Ticket orders (including the approval of cancelations and refunds of Tickets acquired by participants) for Events hosted by Organizer within assigned Group.
 - xi. Activating and using check-in functions through web browsers for Events hosted by Organizer within assigned Group
 - xii. 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 these Agreements, 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. Canceling, deleting, or otherwise permanently removing any Content Offer Pages or other content-related pages or services within the assigned Group
 - x. 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, Group Page, Content Offer Page, and Other Organizer Pages)

1. The Organizer reserves the intellectual property rights and other rights to the contents (the "Contents") described on pages within the Service, including the Event pages, Content Offer Pages, Group pages, and other Organizer-created pages, to the extent the Organizer holds such intellectual property rights.

2. By submitting, posting, displaying, or linking to the Contents, the Organizer 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 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, including any materials, trademarks, or other items referenced, described, or linked through an Event page, Content Offer Page or other Organizer-created page.

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 constitutes a special set of provisions 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 in any form whatsoever for Content.
2. The Organizer and Users shall, at their own discretion and responsibility, conduct themselves, including their actions, postings, statements, and transmissions, 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 that violates this TOS or the Original TOS, or that it otherwise deems to involve infringement of intellectual property rights, impersonation, tortious conduct, or 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](#) page applicable to the use of Peatix Live(™) 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 or access 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 constitutes a special set of provisions 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.
4. Peatix makes no representations or warranties regarding the operation, accuracy, completeness, or availability of any blockchain, wallet, or third-party systems.