

## 1. INTRODUCTION

To use the service, Users must accept these Terms which should be read & understood carefully prior to using the service. These Terms represent a binding contract between EventME and the User. If the User does not wish to be bound by these Terms, the User should not accept these Terms and use the service. PLEASE NOTE THAT CLAUSE 11 OF THESE TERMS INCLUDES AN EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY.

## 2. DEFINITIONS

2.1 - In this Agreement, the following terms shall, unless the context otherwise requires, have (whether with or without the definite article) the following meanings:

**"Accept"** means either:

- 1.To register to use the Service by means of the registration ; or
- 2.To use the Service;

and thereby consent to be bound by these Terms; **"Content"** means information, software, photographs, video, graphics, music, sound and other material that appears on the Website or are made available through the Service **"Intellectual Property Rights"** means throughout the world all copyrights, database rights, trademarks, trade names, patents and other intellectual property or industrial property rights created, developed and subsisting; **"Page"** means a page of the Website; **"PDPs"** means Potentially Destructive Contaminated or harmful programs or components such as, but not limited to, worms, trojan horses and viruses; **"Service"** means ticket sales and information provided by EventME by means of the Website, Newsletter and/or SMS; **"Ticket"** means a ticket purchased or registered via the website to allow the user entry into a specified event; **"These Terms"** means the Terms and Conditions of this Agreement; **"User"** means the individual, business (including any sole trader, partnership, limited company or other organisation or person) that has registered (either itself or by means of a duly authorized officer, agent or other representative) with EventME by means of the registration on the Website or that uses the Service; **"User's Equipment"** means the User's own computer equipment, telecommunications dialup connection, software, any telecommunication services and communications lines (including any public lines) required by the User properly to access and use the Service; **"Website"** means the website with URL <https://www.eventme.co.in> or such other URL or URLs as EventME may in its sole discretion from time to time decide by means of which EventME may provide the Service; **"EventME"** means www.eventme.co.in, a website of SDGH Rathi E-Commerce Private Limited (OPC) company incorporated in India having CIN U72900RJ2014OPC046089. **"Promoter"** Person(s) signing up to EventME in order to use it's online tools.

2.2 - Reference to any statute or statutory provision includes a reference to: that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and all statutory instruments or orders made pursuant to it. Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender shall denote all genders and words denoting persons shall include individuals, firms and corporations and vice versa. Unless the context otherwise requires reference to any clause, sub-clause or schedule, is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement. The headings in this document

are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

### 3. COMMENCEMENT OF AGREEMENT

This Agreement shall be effective from the time that the User Accepts these Terms and shall remain in force until or unless terminated under these Terms. By clicking "Buy Ticket/Register", you agree that you have read and understand this agreement, the Terms and Conditions and the Privacy Policy and expressly agree to, and consent to be bound by, all of the Terms and Conditions therein. This Agreement shall have the same legal effect and force as a written and signed document.

### 4. TERMS APPLICABLE

4.1 - In consideration for EventME providing all or part of the service, the User agrees to be bound by these Terms.

4.2 - EventME may vary these Terms at any time without prior notice. Such variations shall become effective immediately upon the posting of the modified Terms on the Website or notification to the User. By continuing to use the service following any such variation, the User shall be deemed to accept such variation.

### 5. Purchasing Agreement

5.1- EventME 's Services and Responsibilities:

EventME provides the following services:

1. Displaying and Listing events as submitted by the event organizer, promoter, producer, presenter, or manager or authorised representative (collectively "Promoter");
2. Accepting and Processing on-line orders for tickets to the event that you wish to buy/register; and
3. Providing you with a confirmation number for your transaction and ticket.

5.2 - Ticket Sales, Pricing and Availability:

Tickets sold through EventME, are tickets sold for events advertised by promoters, where transactions are processed through EventME. The Promoter, in its sole discretion, determines factors such as ticket pricing, availability; refunds where an event has not been cancelled or cancelled, and seating locations. Tickets may be sold exclusively through EventME or in combination with other inventories from companies not associated with EventME . EventME exerts no control or authority over the Promoter, ticket prices, availability, individual refunds, or any other companies which may be selling tickets to the events listed on the EventME website.

### 5.3 - Order Processing:

Your order will be processed once you have provided all requisite information. You will receive confirmation that Your order was processed successfully via email shortly after the transaction is completed. If you do not receive an email confirmation of your purchase after submitting requisite information, or if you experience an error message or service interruption after submitting requisite information, it is your responsibility to confirm with EventME whether or not your order has been placed by contacting our customer support at [customer@eventme.co.in](mailto:customer@eventme.co.in).

### 5.4 - Ticket Delivery:

EventME tickets can represent goods, tokens, services or traditional tickets. Tickets will always be distributed in electronic format to the email you enter in connection with the purchase. EventME will send a receipt to your email immediately after your purchase. If you cannot find the ticket and/or receipt in your inbox, we recommend that you look in your spam folder. If you have not received your tickets one hour after your purchase, you should contact us at [customer@eventme.co.in](mailto:customer@eventme.co.in) Please note that you must print your tickets and bring them to the event, unless the organiser has stated otherwise.

If you do not inform us of the non-receipt of tickets within a reasonable time (in any event least 72 hours before the event), EventME will have no liability to you. The Delivery of physical tickets is responsibility of promoter and you shall contact promoter directly.

### 5.5 Refund

Refund, whatsoever, of your purchases on EventME is sole responsibility of promoter only. You should contact promoter directly for any refund.

## 6.(a) - USE OF THE SERVICE

6a.1 - The User shall be responsible for obtaining and maintaining the User's Equipment. EventME has no responsibility or liability with respect to the User's Equipment.

6a.2 - The User shall ensure at all times that its use of any part of the Service, including connection of the User's Equipment to the Server, is in accordance with all applicable data protection and other laws, licences, codes of practice and regulations.

6a.3 - The Service shall only be used by the User or a duly authorised officer, agent or other representative of the User. The User should not sell on or sublet either the whole or part of the Service.

6a.4 - The User shall not permit anyone else to copy, store, modify, transmit, distribute, broadcast any part of the Content except where it is necessary to do so to enable the User to receive the Service in accordance with these Terms.

6a.5 - In order to access the service, the User is required to use a unique password ('Password'). The User is responsible for the security and proper use of its Password and shall take all necessary

steps to ensure that the Password is kept confidential, used properly and not disclosed to unauthorised persons.

6a.6 - EventME at its sole discretion reserves the right to: (a) refuse to accept a User's registration; or (b) limit a User's access to the whole or any part of the Service.

6a.7 - Access to the Website is permitted on a temporary basis and EventME reserves the right to suspend at its sole discretion the whole or any part of the Service for any reason whatsoever. In such situations, EventME shall seek to, but shall not be obliged to, give the User as much notice as is reasonably practicable. For the avoidance of doubt, EventME shall not be liable to the User for any loss whatsoever arising from such a suspension. EventME is under no obligation to disclose the reason for suspension.

6a.8 - EventME shall be entitled to vary the technical specification of the Service and the Website from time to time without prior notice. EventME may, for this purpose, suspend access to the Website or close it indefinitely. Any of the material on the Website may be out of date at any given time and we are under no obligation to update our material.

6a.9 - The User acknowledges that despite EventME taking reasonable precautions, it is still possible that PDPs may be transmitted from the Server or a server belonging to any third party to the User's Equipment. The User therefore accepts that user shall have full responsibility for protecting the User's Equipment from PDPs and EventME shall have no responsibility for ensuring that content downloaded from the Website is free of PDPs.

6a.10 - EventME does not carry out identity check of the User/Promoter. Transactions carried out shall be responsibility of User/Promoter only. EventME shall not be liable for any loss whatsoever.

#### **6.(b) - USE OF THE SERVICE BY THE PROMOTER**

6b.1 - EventME is a self serve platform, which allows Promoters to market and promote events. EventME is in no way responsible for the content of events uploaded on it's Platform and in no way endorses nor is affiliated with these events.

6b.2 - It is the sole responsibility of the promoter listing the event to make sure that the event details are correct, this includes but is not limited to: entry times, ticket price, transaction fee variations and door policy. EventME is in no way responsible for incorrectly entered events, nor is it responsible for any revenue loss as a consequence.

6b.3 - Should the promoter cancel an event, it is the promoter's responsibility to inform customers who purchased/registered tickets. The promoter is responsible for all decisions regarding refunds, or contacting customers regarding an alternative date.

6b.4 - EventME has the right to remove any events and take off sale any tickets which it believes to be unsuitable for the EventME platform. EventME has the right to withhold payouts in case of suspected fraud and demand evidence to release the same.

6b.5 - Promoters are responsible for informing EventME of any bugs or issues with the platform. EventME is in no way liable for losses caused by these bugs or issues, but will endeavour to fix these as soon as possible.

6b.6 - EventME accepts no responsibility for misused promoter/users accounts. EventME is not liable for losses incurred due to the misuse of an account by the account owner or any other party. This includes but is not limited to: incorrect event information and other misuse of the account.

6b.7 - The promoter of the event agrees to allow that EventME will at all times be acting as the agent in arranging the sale of tickets to events. EventME is not acting as a principal in the sale of tickets, nor do the tickets become at any time the property of EventME. The promoter hereby acknowledge that accounting to Various Tax Laws of India for any TAX due or payable on sale of tickets to the customer is the promoters responsibility.

## 7. CONTENT

All Content is the sole responsibility of the person from whom such Content originated. EventME does not control, and is not responsible for user submitted Content and that by using the Website, You may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the Site may contain links to other websites, which are completely independent of EventME .

We make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any linked Site. Likewise, EventME makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such Content posted on, transmitted through, and available through the Site.

Users of the Site bear all risks associated with, the use and/or reliance upon any Content, and/or the representations made therein, and under no circumstances will EventME be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Site.

EventME makes no representations and/or warranties to any of the claims made in any posting on reviews and comments, personal profile, listings, postings, descriptions, messages, group discussions, guides, and message boards or otherwise of any Content, by any user. And further, as to Content:(i) You understand and agree that EventME may review and delete any Content that in the sole judgment of EventME violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others; (ii) You are solely responsible for the Content that You publish or display; and (iii) by posting Content to any public area of the Site, You automatically grant, and You represent and warrant that You have the right to grant, to EventME an irrevocable, perpetual, nonexclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. EventME reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Site and terminating the membership of such

violators. The following is a partial list of the kind of Content that is illegal or prohibited on the Site:

Content that (a) is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) harasses or advocates harassment of another person; (c) involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming"; (d) promotes information that You know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous; (e) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture installed copy protect devices, or providing pirated music or links to pirated music files; (f) contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page); (g) displays pornographic or sexually explicit material of any kind; (h) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18; (i) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (j) solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (k) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; or (l) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure.

## 8. INTELLECTUAL PROPERTY

8.1. All rights in the design, text, graphics, music, photographs, sound, video and other material on the Website and the selection or arrangement thereof are the copyright of/Licensed to EventME or other third parties or Users or Promoters.

8.2. The Service is provided by EventME subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Service shall include (without limitation):

8.2.1. obtaining or attempting to obtain, the Service by rearranging, tampering with, or making connecting with any facilities of EventME , or by any trick, scheme, false representation or by or through any other fraudulent means or devices whatsoever in whole or in part;

8.2.2. attempting to, or actually obtaining, accessing, altering or destroying any one or more from the data files, programs, procedures and information of EventME or of another user of the Service;

8.2.3. assisting others to perform the acts prohibited in 8.2.1 and 8.2.2 above;

8.2.4. using the Service in such a manner as to interfere unreasonably any other User or authorised person; and

8.2.5. use of the Service by any person unless they are a duly authorised officer, agent or other representative of the User.

8.3. The User must not modify the paper or digital copies of any materials they have printed off or downloaded from the Website in any way, and must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.4. EventME has used its reasonable endeavours to ensure that the Website is secure. However, EventME does not warrant or represent that either this is the case or that the internet (which by its very nature is insecure) is secure.

## 9. USERS WARRANTIES AND REPRESENTATIONS

9.1 - The User represents and warrants to EventME that its use of the Service shall:

9.1.1 - not be in breach of any contractual, statutory (including but not limited to infringement of Intellectual Property Rights, data protection, defamation, theft, fraud, drug trafficking, money laundering and terrorism statutes) or common law rights of any third party;

9.1.2 - not be threatening, fraudulent, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable or inappropriate as determined by EventME at its sole discretion; and

9.1.3 - not cause any PDPs to be transmitted to the Server.

9.2. The User represents and warrants that all the information that it supplies to EventME shall be accurate, complete and true in all respects and the User agrees that it shall notify EventME immediately of any changes to such information or if such information becomes out of date.

## 10. DATA PROTECTION

10.1 - When the User registers with EventME to use the Service, the User provides information by means of registration or uses of service on the Website and as the User uses the Service EventME shall/may collect further information ('Information') from the User.

10.2 - EventME 's use of Information is set out in the Privacy Policy.

10.3 - By providing EventME with the Information and by Accepting these Terms, the User specifically consents to the activities stipulated in this clause 10 and terms and conditions of the Privacy Policy.

## 11. EXCLUSION OF WARRANTIES / LIMITATION OF LIABILITY

11.1 - Where the User accesses the Service by means of the internet, EventME will use its reasonable endeavours to ensure that the Service is accessible at all times via the internet but EventME does not warrant or represent that it can do so at all times since neither EventME nor any other party has any control over the internet, which is a global decentralised network of computer systems. The Service will not be continually free from error or interruption and may be variable.

11.2 - The Service is provided "as is" without any warranty of any kind either express or implied including but not limited to the implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement of Intellectual Property Rights.

11.3 - Neither EventME nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of the Service. This is a comprehensive limitation of liability that applies to damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties, and whether arising from negligence, breach of contract, statutory duty or otherwise.

11.4 - The User acknowledges that any data transmitted to EventME or the Server electronically via the internet, an intranet or another private network including without limit the Website may be intercepted by third parties and unlawfully exploited. The User accordingly accepts that EventME has no responsibility in respect of the acts of the said third parties.

11.5 - In the event that EventME incurs any liability whatsoever to the User such liability shall in all cases be limited to the amount equivalent to the usage fee paid to EventME for the Service over past twelve month period.

11.6 - EventME is not responsible in contract or in tort for the unauthorised access to, or alteration, theft or destruction of emails, files, programs, or information of the User by any person through accident or by fraudulent means or devices, even if such access occurs as a result of EventME's own negligence.

11.7 - Notwithstanding the foregoing, none of the exclusions or limitation in this clause 11 are intended to limit any rights the User may have as a consumer under local law or statutory rights which may not be excluded nor in any way to exclude or limit EventME 's liability to the User for death or personal injury resulting from EventME 's negligence or that of EventME 's employees or agents.

## 12. INDEMNITIES

12.1 - The User undertakes fully and effectively to indemnify and keep indemnified EventME at all times against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, suffered, incurred or paid by EventME directly or indirectly in respect of:

12.1.1 - access to and/or use of the Service by the User;

12.1.2 - (without prejudice to clause 9.2) any information, data or material produced, transmitted or downloaded by the User;

12.1.3 - any breach by the User of any of the Terms of any law, code or regulation relating thereto, to the internet or the User.



### 13. LINKS TO OTHER SITES

Certain links, including hypertext links, in the Website will take the User outside the Website. Links are provided for the User's convenience and inclusion of any link does not imply endorsement or approval by EventME of the linked site, its operator or its content. EventME is not responsible for the content of any website outside the Website.

### 14. FORCE MAJEURE

EventME shall not be responsible for any delay in, or failure of, the Service or the internet due to any occurrence commonly known as force majeure, including war, riots, embargoes, terrorism, strikes, or other concerted acts of workmen (whether of EventME or others) casualties or accidents, or any other causes, circumstances, or contingencies beyond EventME 's control, which prevent or hinder the performance of EventME of any of its obligations hereunder.

### 15. TERMINATION

Either party may terminate this Agreement immediately by notifying the other that this Agreement is terminated.

### 16. WAIVER

Failure or neglect by EventME to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of EventME 's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice EventME 's rights to take subsequent action.

### 17. ASSIGNMENT

17.1 - Neither this Agreement nor the benefit of the Service may be assigned or transferred by the User whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of EventME, and EventME reserves the right to charge for any time or costs incurred by its staff in doing so. No such assignment by the User howsoever occurring shall relieve the User of its obligations hereunder.

17.2 - EventME is fully entitled to assign or transfer this Agreement or the benefit of the Service at any time.

### 18. NOTICES

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be **Both** over email to [customer@eventme.co.in](mailto:customer@eventme.co.in) and delivered in person or sent by registered mail in fully prepaid envelope properly addressed to EventME as follows:

SDGH Rathi E-Commerce Pvt Limited (OPC), C/o Budhmal Shivratan Rathi, Aadsar Bass, Sridungargarh, Bikaner, Rajasthan 331803 or to such other address as may from time be designated by notice set out on the Website or otherwise notified to the User. EventME may at its sole discretion notify Users of any matter by displaying a message on the Website. Any such notice shall be in the English or Hindi languages only.

## 19. INVALIDITY

19.1 - If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

19.1.1 - The legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or;

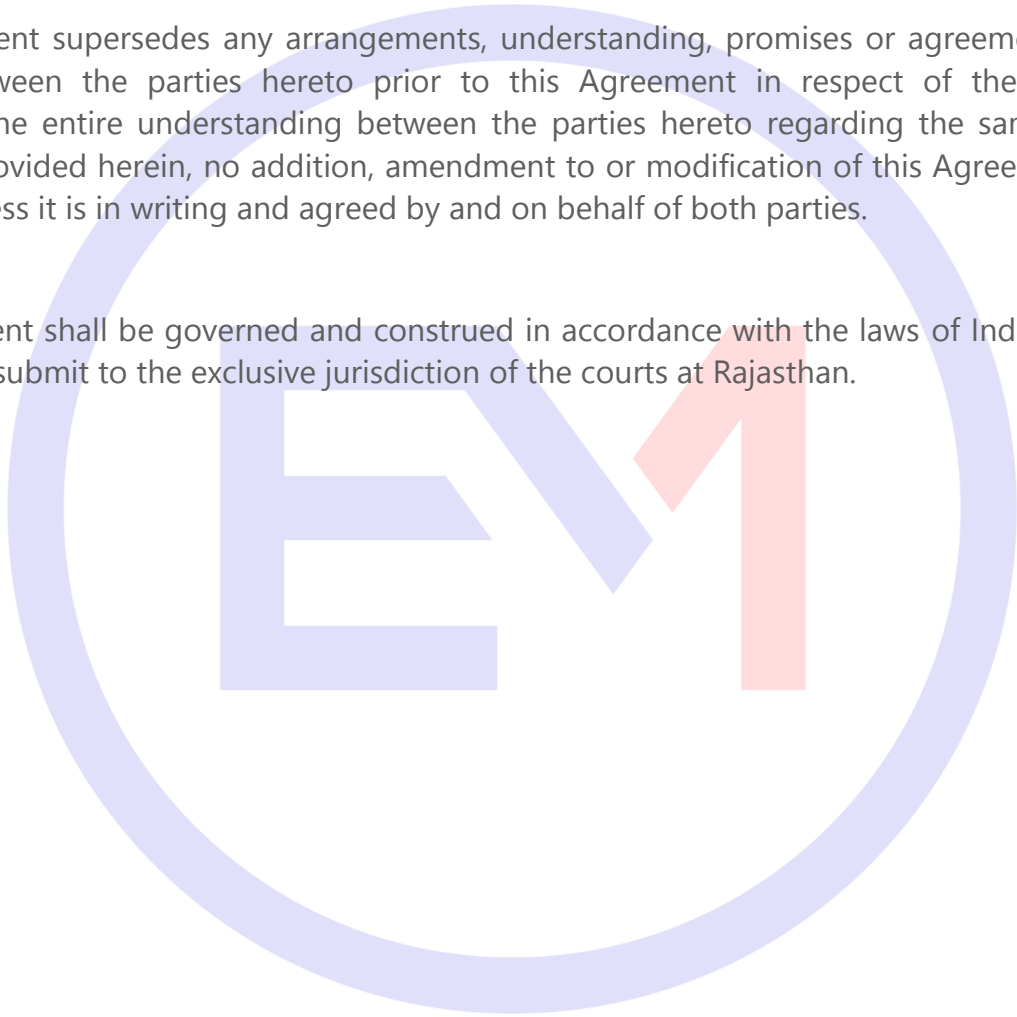
19.1.2 - The legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## 20. AGREEMENT

This Agreement supersedes any arrangements, understanding, promises or agreements made or existing between the parties hereto prior to this Agreement in respect of the Service and constitutes the entire understanding between the parties hereto regarding the same. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and agreed by and on behalf of both parties.

## 21. LAW

This agreement shall be governed and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Rajasthan.



## Privacy Policy

### 1. Introduction

This policy covers SDGH Rathi E-Commerce Private Limited's (OPC) use of personal information that is collected when you use **www.eventme.co.in** from time to time, you will be asked to submit personal information about yourself (e.g. name and email) in order to receive or use services on our website. Such services include e.g. newsletters, competitions, ticketing, event creation, forums, and EventME membership. By entering your details in the fields requested, you enable the EventME and its service providers to provide you with the services you select. Whenever you provide such personal information, EventME will treat that information in accordance with this policy. When using your personal information, EventME will act in accordance with current legislation and aim to meet current Internet best practices.

### 2. Visitor information

During the course of any visit to EventME, the pages you see, along with a short text file called a 'cookie', are downloaded to your computer. Information contained within cookies can help us to provide you with a better online user experience and assist us to analyse the profile of our visitors. EventME may gather non personal information regarding the visitors to our website using cookies, log file data and code which is embedded on our website. EventME uses this type of information, as with that obtained from other cookies used on the site, to help it improve the services to its users.

If you would rather not have cookies on your computer, you can set your browser to deny cookies. You can also select to delete cookies from your computer at your discretion. For further information on cookies visit [aboutcookies.org](http://aboutcookies.org)

### 3. Use and storage of your personal information

EventME may use the collected data about you for internal purposes only, to improve its site and to better tailor the services to meet your needs. In general, any information you provide to EventME will only be used in relation to the site. Your information may be disclosed to third party contractors and service providers who work with EventME, to provide website services. Your information will be disclosed where we are obliged or permitted by law. If you post or send offensive, inappropriate or objectionable content anywhere on or to [www.eventme.co.in](http://www.eventme.co.in) or otherwise engage in any disruptive behaviour on the website, EventME can use whatever information that is available about you to stop such behaviour.

### 4. Security

In accordance with our requirements, EventME shall use reasonable endeavours to implement security procedures to help prevent unauthorised access to Your Information. However, EventME shall not be liable for any attempt to hack or crack or otherwise gain access to any part of this Website including any of Your Information.

### 5. Users under 18

If you are aged under 18, please get your parent/guardian's permission beforehand whenever you provide personal information to EventME.