



**Standard Terms and Conditions  
for  
Buying Tickets on the CORE Platform**

*Last Updated 12-12-24*

These Standard Terms and Conditions (these “T&Cs”) have been issued by Victory Live, Inc. (“Company”), and apply to any use of Company’s web-based B2B ticket exchange platform (the “CORE Platform”) and related services to purchase event tickets. A user of the CORE Platform is referred to in these T&Cs as a “Client.” Event tickets listed for sale on the CORE Platform are referred to in these T&Cs as “Tickets.”

**1. The CORE Platform and Related Services.**

- a. Access to CORE Platform. During the Term, Company will provide Client with access to the CORE Platform, through which Client will have the ability to browse and purchase Tickets. The CORE Platform includes functionality that allows participating clients to search and filter Tickets in various ways including city, date, venue, and performer. Company will use commercially reasonable efforts to make the CORE Platform available 24 hours a day, 7 days a week; provided that Client acknowledges that there may be occasions when the CORE Platform is not accessible, in which case Company will use commercially reasonable efforts to restore access to the CORE Platform as soon as reasonably feasible.
- b. Security; Responsibility. Company will provide Client with a single user account (with login credentials) on the CORE Platform (the “Client Portal”). Client shall be responsible for controlling access to the Client Portal and maintaining security of Client’s login credentials. Furthermore, Client will at all times be primarily liable for all Ticket purchases made through the Client Portal.
- c. Delivery of Tickets. For each confirmed order for Tickets placed by Client through the CORE Platform, Company will arrange for the delivery of such Tickets directly to Client in the format made available by the ticket seller (e.g., static barcode, rotating barcode, QR code, PDF, physical).
- d. Customer Service. Company will provide support and assistance to Client in connection with Client’s orders for Tickets. Customer service is available from 9:30 a.m. until 10:00 p.m. Eastern Time, Monday through Sunday, via phone or email. (Phone: 972-468-9750 Ext. 5; Email: [ordersupport@victorylive.com](mailto:ordersupport@victorylive.com)).
- e. Technical Support. Company will maintain a help desk to address Client’s technical questions or problems regarding the CORE Platform. The help desk is available from 9:00 a.m. until 6:00 p.m. Eastern Time, Monday through Saturday via phone or e-mail. (Phone: 972-468-9750 Ext. 2; Email: [support@victorylive.com](mailto:support@victorylive.com)).

**2. Monthly Fee / Purchase Price / Delivery Charges / Taxes.**

- a. Monthly Fee. None. However, Company reserves the right to charge a monthly fee (the “Monthly Fee”) for access to the CORE Platform (and to implement periodic increases to such Monthly Fee), upon notice to Client; and in such event, that Monthly Fee will apply on a prospective basis.
- b. Purchase Price. The purchase price of each Ticket purchased by Client through the CORE Platform (the “Purchase Price”) shall be the price of such Ticket as listed on the CORE Platform. All Tickets purchased by Client are final, non-refundable and non-cancellable once confirmed by the selling party.

- c. Delivery Charges for Hard Stock Tickets. In any instance where the Tickets purchased by Client are hard stock Tickets, Client will reimburse Company for the shipping charges (based on Client's "ship to" address and Company's then-current shipping rates) to deliver such hard stock Tickets to Client.
- d. Taxes. If required pursuant to applicable law, Company will collect and remit any and all sales and/or use excise taxes ("Taxes") due in connection with the sale of Tickets through the CORE Platform.

### 3. **Payments to Company.**

- a. Client EvoPay Account and Linked Bank Account. Promptly following the Signature Date, Client will establish an EvoPay account with Company ("Client's EvoPay Account"). In addition, and as a required element of establishing and maintaining Client's EvoPay Account, Client will be required to maintain a valid bank account in the United States that is linked to Client's EvoPay Account (the "Linked Client Bank Account"). At all times during the Term, Client will continue to maintain Client's EvoPay Account and the Linked Bank Account in good standing, in accordance with Company's policies and procedures. Without limiting the foregoing, Client agrees that, in any instance when Client is obligated to reimburse or otherwise make payment to Company under these T&Cs, Company will have the right to debit the amounts owed to Company from Client's EvoPay Account and/or the Linked Bank Account.
  - i. Debits and Credits. Payments to be made to Company via Client's EvoPay Account will be debited from Client's EvoPay Account, and credits due to Client hereunder will be issued to client via a credit to Client's EvoPay Account, in each case via automated clearing house (ACH) transfers.
  - ii. Required Balance. During the initial three (3) month period starting on the Signature Date, Client shall maintain a balance in its EvoPay Account that exceeds the level of expected daily Ticket purchases projected by Client and Company. After such three (3) month period and for the duration of the Term, Client will maintain a balance in its EvoPay Account that is not less than 110% of its rolling three (3) month daily average of Ticket purchases (as determined by Company). Company will send alerts via email to Client if its EvoPay Account balance is below this threshold. For avoidance of doubt, no Ticket orders will be processed if Client's EvoPay Account balance is insufficient.
- b. Monthly Fee. The Monthly Fee (if any) shall be paid to Company via Client's credit card on a monthly basis, on or about the first business day of the applicable month during the Term. Client's obligation to pay the Monthly Fee (if any) will commence on the first day of the first full calendar month during the Term following the date of Company's notice that it intends to charge a Monthly Fee.
- c. Ticket Purchases. For all Tickets purchased through the Client Portal, Client will pay Company an amount equal to the Purchase Price for those Tickets. For each Ticket order, Client will have the option to pay for the Tickets at the time of purchase either (i) with an authorized credit card or (ii) via Client's EvoPay Account.
- d. Delivery Charges. For any Delivery Charges applicable hereunder, Company will invoice and charge Client's credit card on or about the fifth business day of each month.
- e. Credit Card Surcharge. All payments made via credit card will be subject to a 3% surcharge.
- f. Refunds; Substitutions.
  - i. Refund for Tickets Not Timely Delivered. If Client notifies Company that Client has not received Tickets prior to the applicable event, then Company will use good faith efforts to investigate;

and if its investigation confirms that Tickets were not timely delivered, Company will promptly refund the Purchase Price to Client's EvoPay Account.

- ii. Refund for Cancellations. If an event is canceled, Company will promptly refund the Purchase Price to Client's EvoPay Account for Tickets purchased by Client to such event, upon Client's request. For clarity, if an event is postponed or rescheduled (rather than canceled), Company will not provide any refund.
  - iii. Substitutions. In the event a purchase of Tickets is confirmed by the selling party but those Tickets subsequently cannot be delivered, Company will use commercially reasonable efforts to provide the same number of substitute tickets to the same event, in a section/row of equal or better location. Company will promptly provide Client notice regarding any such substitution, and Client will have the option to accept or reject such "equal or better" substitute tickets. For clarity, however, if Company offers to provide such "equal or better" substitute tickets, but Client rejects them, then Company's sole obligation will be to refund the Purchase Price for such Tickets to Client's EvoPay Account.
4. **Authorizations.** As a condition of Client's rights under these T&Cs, Company may require Client to complete and sign some or all of the following authorizations, in each case in the form provided by Company:
- a. EvoPay Authorization
  - b. ACH Authorization
  - c. Credit Card Authorization
  - d. Background Check Authorization
  - e. Professional References Authorization

5. **License and Ownership.**

- a. License to Use CORE Platform. Subject always to these T&Cs, Company hereby grants to Client a revocable, non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free license, during the Term, to use the CORE Platform.
- b. Restrictions. Client shall not use or distribute the Tickets other than as expressly permitted hereunder. Without limiting the foregoing, Client shall not (i) provide access to the CORE Platform or the CORE Platform credentials provided by Company to any person or entity other than authorized employees or agents of Client, (ii) use the CORE Platform in a manner that exceeds reasonable request volume, or constitutes excessive or abusive usage, (iii) interfere with or disable any features or functionality of Company's services or the CORE Platform, (iv) translate, reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form of Company's services, the CORE Platform or the Tickets, and/or (v) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Company services.
- c. Monitoring. At all times during the Term, Company has the right (but not the obligation) to monitor Client's use of the CORE Platform in order to protect Company and third parties, and to comply with legal obligations or governmental requests.
- d. Modification of the CORE Platform. Company may modify the CORE Platform or any of the features provided in connection with the CORE Platform at any time with or without notice.
- e. Proprietary Rights. Company and its licensors reserve all rights, title and interest in and to the CORE Platform, the Tickets and the Ticket Content, including all related intellectual property and all other proprietary rights therein. No rights are granted to Client hereunder other than as expressly set forth herein. As used herein, "Ticket Content" means customary information related to events that are the subject of Tickets, including, by way of example, performer, event or team name(s),

date(s), venue, price, quantity, seat location, seat maps, venue information, trademarks, trade names, images, graphics, music, videos, logos, event, venue and/or performer descriptions and any other listing data, information or materials related to the Tickets.

- f. Marks. Each party shall own all rights, title and interest in and to its logos, trademarks and service marks (collectively "Marks"). Neither party shall, without the other party's prior written authorization, use, display or reproduce any Marks of the other party.
- g. Suggestions. Company shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into its services any suggestions, enhancement requests, recommendations or other feedback provided by Client.

## 6. Confidentiality.

- a. Definition. As used herein, "Confidential Information" means information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential as contemplated under these T&Cs. Confidential Information of Company shall include the CORE Platform, all Ticket Content and these T&Cs. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party, (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, (iii) is received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by Receiving Party.
- b. Protection of Confidential Information. Except as otherwise permitted in writing by Disclosing Party, (i) Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of these T&Cs, and (ii) Receiving Party shall limit access to Confidential Information of Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these T&Cs and who have signed confidentiality agreements with Receiving Party containing protections no less stringent than those herein.
- c. Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if it is compelled by law to do so, provided Receiving Party gives Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

## 7. Term and Termination.

- a. Term. As used herein, the "Term" means the period of time commencing on the date Client first uses the CORE Platform and continuing until (i) Client permanently ceases to use the CORE Platform or (ii) Company terminates Client's access and use the CORE Platform in accordance with these T&Cs.
- b. Termination by Company. Company may terminate Client's license to use the CORE Platform at any time, with or without cause, by sending notice to Client.
- c. Effect of Termination. Upon termination, Client's access to the CORE Platform shall immediately cease. Client shall be responsible for any amounts due and owing hereunder as of the effective date of such termination. Company shall fulfill any and all orders for Tickets placed by Client prior to the effective date of termination. In addition, all provisions of these T&Cs that by their nature are intended to survive, together with all outstanding payment amounts, will survive any such termination.

8. **Disclaimer.** The CORE Platform is provided on an “as is” and “as available” basis. Company does not make any warranties, express or implied, concerning the CORE Platform or the use thereof. Company does not warrant that the CORE Platform will meet all of Client’s business requirements, will operate with Client’s hardware, software, systems or data, or that the use of the CORE Platform or any data therein will be error free. Furthermore, Client acknowledges that the CORE Platform may be unavailable and/or non-functional on a periodic basis for maintenance and other reasons. Accordingly, Client understands and agrees that it uses the CORE Platform at its own risk; and Client agrees to implement sufficient contingency plans to continue its business operations in the event the CORE Platform is temporarily unavailable and/or non-functional. Without limiting the foregoing, in the event Client does not receive Tickets that were purchased through the CORE Platform in a reasonably timely manner, Company shall, as Client’s sole and exclusive remedy, refund the purchase price paid by Client for such Tickets in accordance with the terms set forth herein.
9. **Indemnity.** Client will indemnify, defend and hold Company and its respective officers, directors, shareholders, employees, agents, successors and assigns harmless from and against all damages, fees, penalties, fines and expenses (including reasonable attorneys’ fees) in connection with third party suits, claims, demands or actions arising from (i) any breach or alleged breach by Client of any of its representations, warranties or obligations under these T&Cs or (ii) the violation of any applicable law by Client.
10. **Limitations of Liability.** OTHER THAN IN CONNECTION WITH A BREACH OF A PARTY’S CONFIDENTIALITY OBLIGATIONS OR CLIENT’S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUE, PROFIT OR USE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. FURTHER, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR CLIENT’S INDEMNIFICATION OBLIGATIONS, EACH PARTY’S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE NET AMOUNTS ACTUALLY RECEIVED BY COMPANY FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM.
11. **Data Practices.**
  - a. **De-Identified and Aggregated Data.** Client acknowledges and agrees that Company will have the perpetual right to de-identify all data derived from the sale of Tickets to Customers through the CORE Platform, to aggregate such data with other data, and to store, use, disclose, and analyze such de-identified and aggregated data; provided that such de-identified and aggregated data does not identify Client, any Customer or any other individual person. Without limiting the foregoing, such de-identified and aggregated data may include event name, date, venue, seat location, ticket price and date of sale. Without limiting the foregoing, Company retains all intellectual property rights in such de-identified and aggregated data, and such rights survive any termination of Client’s license hereunder.
  - b. **Privacy Policy.** If and to the extent applicable, Company’s Privacy Policy (which is available at <https://www.victorylive.com/privacy-policy/> and may be updated periodically in Company’s discretion) is incorporated herein by reference.
  - c. **Data Processing Addendum.** If and to the extent applicable, Company’s Data Protection Addendum (which is available at <https://www.victorylive.com/dpa> and may be updated periodically in Company’s discretion) is incorporated herein by reference.
12. **Miscellaneous.**
  - a. **Assignment.** Client’s rights to use the CORE Platform under the license herein granted may not be assigned or transferred by Client without the prior written consent of Company. Company may

assign its rights as Company deems appropriate. Subject to the foregoing restrictions, all of the terms in these T&Cs shall be binding upon and inure to the benefit of Company and Client and, to the extent permitted by these T&Cs, to their respective successors and assigns. Any assignment in violation of this Section shall be null and void.

- b. Force Majeure. Company shall not have any liability under these T&Cs for Company's failure or delay in performing any of its obligations under these T&Cs to the extent the failure or delay is the result of any Force Majeure Event; and Company's performance of those obligations will be suspended for the duration of such Force Majeure Event. As used herein, a "Force Majeure Event" means any event or contingency beyond Company's control, including without limitation, any natural disaster, act of declared or undeclared war or of a public enemy, act of terrorism, fire, explosion, unusually severe weather, epidemic, pandemic, or other public health or safety emergency, failure, interruption or damage of or to communications networks or facilities, electric power or other utilities or vital infrastructure (including the Internet, computer networks or related facilities), any strike or labor disputes, or any actions in response to any of the foregoing, or any other event beyond Company's control.
- c. Relationship of the Parties. Company and Client are independent contractors. These T&Cs do not create a partnership, joint venture, agency, fiduciary or employment relationship between Company and Client.
- d. Notices. All notices pursuant to these T&Cs shall be in writing, and shall be deemed to have been given (i) on the date delivered (as evidenced by customary proof of delivery), if delivered personally, by overnight courier (such as Fedex or UPS) or by certified or registered mail, or (ii) on the date transmitted, if delivered by email, provided the notice is sent to a valid email address of the receiving party for notices and provided further that no "error" message or other notification of non-delivery is received by the party giving the notice. Notices to Client shall be sent to Client at Client's address on file with Company (as provided by Client to Company). Notices to Company shall be sent to Company at the following email addresses: [accounts@victorylive.com](mailto:accounts@victorylive.com) and [legal@victorylive.com](mailto:legal@victorylive.com).
- e. Marketing and Promotion. Client grants to Company a limited, non-exclusive, royalty-free license to use Client's name and approved logo in Company marketing and promotional materials (including, without limitation, in presentation decks and on Company's website) to market and promote Company and its products and services, and to communicate that Client is a client of Company.
- f. Governing Law and Related Matters. These T&Cs will be governed by and construed in accordance with the laws of the State of Georgia in the United States, without reference to its conflict of laws principles. Each party hereby consents to the personal jurisdiction of the State of Georgia, acknowledges that venue is proper in the state court in Fulton County, Georgia or federal court in the Northern District of Georgia, agrees that any action arising out of or related to these T&Cs must be brought exclusively in a state or federal court in Fulton County in the State of Georgia, and waives any objection it has or may have in the future with respect to any of the foregoing. These T&Cs will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If legal action is instituted in order to enforce or defend these T&Cs, Company shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred in prosecuting or defending such action. The reasonableness of attorneys' fees may be proven by an attorney fee affidavit of the attorney performing the services, without need of expert testimony. Company and Client agree to, and hereby waive, any right to a jury trial in matters arising out of or in any way connected to these T&Cs, or the construction, interpretation, validity, or performance thereof, and/or the matters raised herein.
- g. Amendment; No Waiver; Cumulative Remedies. These T&Cs may be amended by Company periodically in its discretion. No failure or delay by either party in exercising any right under these T&Cs shall constitute a waiver of that right. Other than as expressly stated herein, the remedies

provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

- h. Severability. If any provision of these T&Cs is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these T&Cs shall remain in effect.
- i. Entire Agreement. These T&Cs constitute the entire agreement between Company and Client with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, communications, proposals or representations, whether written, oral, electronic or otherwise.