

Terms of Use

Thanks for visiting CrowdMob. Though we hate reading long, grinding legal documents as much as you, there are a few business related items you should know before you continue. We'll try to keep this document as simple and straightforward as possible, however, please read these terms very carefully since, by using the service, you're agreeing to these terms.

The www.crowdmob.net website, its subdomains, mobile apps, and supporting back-end services (the "Platform") are comprised of various web pages and services operated by CrowdMob, Inc. ("CrowdMob", "us", "we"), a Delaware corporation. The Platform is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Platform constitutes your agreement to all such Terms. So please read these Terms carefully, and keep a copy of them for your reference.

Electronic Communications

Visiting the Platform, sending or receiving SMS messages, messages via social media (e.g., Facebook, Twitter, etc.), and sending emails to CrowdMob constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communications be in writing.

Your Account

You can browse CrowdMob Events without registering for an Account. If you register for an Account and use the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that CrowdMob is not responsible for third party access to your account that results from theft or misappropriation of your account. CrowdMob and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

CrowdMob does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Platform only with permission of a parent or guardian.

How It Works

CrowdMob is a platform that allows Artists, Venues, Promoters, and Event Organizers (“Event Organizer”) to invite people to bid on tickets to live events including, but not limited to, Shows, Concerts, and other such Private Events (“Events”). When an Event Organizer posts an Event on CrowdMob, they’re inviting other people to form a contract with them. Anyone who bids on tickets to an Event is accepting the Event Organizer’s offer, thus forming that contract.

When an Event’s Minimum Reserve has been met and the Campaign period has ended, the Event will be considered “Funded.” Those bidders holding Winning Bids, as described below, will a) be charged the Final Ticket Price times the number of tickets ordered plus any applicable taxes and fees; b) be issued their Tickets electronically (via email and accessible through their account on the Service). Bidding may continue until after the Event Reserve has been met just so long as the Campaign period has not yet ended. If the Event Reserve is not met during the Campaign period, the event will be closed, no Tickets will be issued, and Bidders will not be charged for the Event.

Should the Event be funded, it is the responsibility of the Event Organizer to ensure the Event takes place as promised via the details provided on the Event page. Once the Event has commenced and is completed, they’ve satisfied their obligation to the winning Bidders.

How We Determine Winning Bids

“Winning Bids” are generally determined based on the following criteria in order of priority:

1. Bid Amount (highest to lowest)
2. Time of Bid (earliest to latest)
3. Valid payment method on file at time of Ticketing

When an Event Campaign closes, the lowest Bid amount among the Winning Bids will set the ticket value for all Winning Bids (the “Final Ticket Price”). It is the responsibility of the Bidder to ensure that their payment method on file is valid and ready to clear the Final Ticket Price amount times the number of tickets bid on. CrowdMob will not issue Tickets on Bids for which payment is rejected, declined, or funds not available when the Event Campaign closes. In these instances, the Bid will be marked “canceled” and no charges will post to the bidder’s account.

Cancellation & Refund Policy

You may cancel an active Bid on an Event at any time prior to the closing of the Event. Once an Event has been Ticketed, all sales are final. CrowdMob does not issue refunds on Ticketed Events.

If an Event Organizer is unable to hold their Event as promised, they've failed to live up to the basic obligations of this agreement. If they are unable to reschedule the Event on the same day at a nearby Venue, the full amount charged to the winning bidders will be refunded by CrowdMob on the Event Organizer's behalf. It is the sole responsibility of the Event Organizer to fulfill on the Event. If they're unable to satisfy the terms of this agreement, they may be subject to legal action by Bidders.

Taxes & Fees

The following taxes and fees apply if you are bidding on tickets:

Creating an account and accessing the Services is free, however, we charge our fees to Bidders' payment method only when a funded Event Campaign closes and yours is among the Winning Bids. Given the variable nature of ticket pricing on the platform, the Service Fee varies based on the Final Ticket Price. By default, the CrowdMob per-ticket service fee ("Service Fee") is calculated as 12.5% percent of the Final Ticket Price with minimum and maximum Service Fee limits. Currently, the minimum Service Fee is \$2.50 per ticket; and the maximum Service Fee is \$12.50 per ticket. In some cases, CrowdMob may charge a flat, per-ticket Service Fee. In these cases, the fee will be clearly displayed when placing a bid and, as such, you will have a chance to review and accept such Service Fee.

In many cases, CrowdMob or an Event Organizer may be required to collect taxes and other related fees on the final value of the ticket purchase price. In the case that such a fee(s) is levied, you will have the opportunity to review and accept it before placing your bid. It is ultimately up to CrowdMob or the Event Organizer whether these taxes & fees will be passed along to bidders or whether they will be absorbed into the Final Ticket Price and paid by the Event Organizer out of gross ticket proceeds. The fees charged to Bidders may include certain other charges, including without limitation, facility fees, royalties, processing fees, ticketing and fulfillment fees. Therefore, the fees paid by Bidders for an Event ticket are not necessarily the same as those charged by CrowdMob to the applicable Event Organizer.

CrowdMob does not control (and thus cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing tickets and registrations in foreign currencies or from foreign persons. Be sure to check with your bank or credit card company prior to engaging in a transaction to understand all applicable fees, credit card surcharges and currency conversion rates.

The following taxes and fees apply if you are posting an Event:

Creating an organizer account and accessing the Services is free, as is posting and managing an Event, Artist, Organizer, and Venue page. You are charged a fee only if your posted Event meets or exceeds 90% of the established Minimum Reserve amount. In the event the Minimum Reserve is met, CrowdMob will charge bidders' payment methods and immediately issue an itemized estimated payout receipt.

As an Event Organizer, you will have the option and responsibility to apply any applicable sales taxes ("Sales Tax") to your Event tickets. Should you opt to do this, you will be responsible for reporting and remitting such taxes to the applicable agency or agencies. You will also have the option to include such taxes in the Final Ticket Price or have such taxes added on to the Final Ticket Price. All Sales Taxes applied in this fashion will be remitted in full as part of CrowdMob's payout to the Event Organizer.

Once an Event is funded and tickets for the Event are issued, CrowdMob will retain a 3% platform fee (the "Platform Fee"), which is calculated from the sum of the Final Ticket Price (as determined through the Event ticket auction) less any taxes that have been included in the Final Ticket Price per the Event Organizer's instructions (the "Event Taxable Total"). The Organizer's "Event Payout" will consist of the Event Taxable Total, less the 3% platform fee, plus the sum of all taxes collected.

Unless CrowdMob has agreed under a separate agreement to accelerate full payout or a portion thereof prior to the commencement of the Event itself, Event Payouts will commence once it has been confirmed that the Event has taken place. Event Payouts typically take up to two (2) days to clear.

As the Event Organizer, you have the right to refund an individual's bid by requesting such a refund be initiated by CrowdMob (we plan on opening up this functionality to Event Organizers soon via the Organizer Console). Please also note that some Winning Bids may not be chargeable to the Bidder's payment method. As this may reduce the Event Taxable Total, it's best to account for this when setting your Event Minimum Reserve amount.

Links to Third Party Sites/Third Party Services

The Platform may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of CrowdMob and CrowdMob is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CrowdMob is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CrowdMob of the site or any association with its operators.

Certain services made available via the Platform are delivered by third party sites and organizations. By using any product, service or functionality originating from the Platform, you hereby acknowledge and

consent that CrowdMob may share such information and data with any third party with whom CrowdMob has a contractual relationship to provide the requested product, service or functionality on behalf of the Platform users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these terms of use. As a condition of your use of the Platform, you warrant to CrowdMob that you will not use the Platform for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Platform.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Platform, is the property of CrowdMob or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Platform. CrowdMob content is not for resale. Your use of the Platform does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of CrowdMob and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of CrowdMob or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The Platform may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

CrowdMob has no obligation to monitor the Communication Services. However, CrowdMob reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. CrowdMob reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

CrowdMob reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CrowdMob's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. CrowdMob does not control or endorse the content, messages or information found in any Communication Service and, therefore, CrowdMob specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized CrowdMob spokespersons, and their views do not necessarily reflect those of CrowdMob.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to the Platform or Posted on Any CrowdMob Web Page

CrowdMob does not claim ownership of the materials you provide to the Platform (including feedback and suggestions) or post, upload, input or submit to any CrowdMob Platform or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting CrowdMob, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. CrowdMob is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in CrowdMob's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You will be able to connect your CrowdMob account to third party accounts. By connecting your CrowdMob account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by CrowdMob from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CrowdMob Content accessed through the Platform in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless CrowdMob, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Platform or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. CrowdMob reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CrowdMob in asserting any available defenses.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CROWDMOB, INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

CROWDMOB, INC. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CROWDMOB, INC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CROWDMOB, INC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CROWDMOB, INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF

THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

CrowdMob reserves the right, in its sole discretion, to terminate your access to the Platform and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Platform. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CrowdMob as a result of this agreement or use of the Platform. CrowdMob's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CrowdMob's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by CrowdMob with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CrowdMob with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CrowdMob with respect to the Platform. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

CrowdMob reserves the right, in its sole discretion, to change the Terms under which the Platform is offered. The most current version of the Terms will supersede all previous versions. CrowdMob encourages you to periodically review the Terms to stay informed of our updates.

Thank you for taking the time to carefully read and review these Terms... and thank you for using CrowdMob!

These terms went into effect on February 13, 2018 at 12 a.m. Eastern Time, and apply to all Events published on CrowdMob on or after that date. Previous versions of these Terms can be downloaded by clicking on the respective item(s) below:

Terms of Use: July 28, 2017 - February 12, 2018