



IHUBApp Merchant Agreement

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IHUBApp Merchant Agreement

Last updated: July 11, 2024

PART 1 UNDERSTANDING THIS AGREEMENT IN PLAIN LANGUAGE

To help better serve you, this Merchant Agreement is divided into two parts.

Part 1, highlights the additional rules and responsibilities that come with using IHUBApp features that process payments.

Part 2, details the legal terms governing this agreement.

This first part does not explain everything in detail, so it is important you carefully read the entire agreement.

1.1 UNDERSTANDING THIS AGREEMENT

This Merchant Agreement is between you the "Merchant" and us "InspireHUB". This Merchant Agreement provides an additional set of rules and responsibilities that enhance your experience with IHUBApp's features that process payments. These rules are meant to complement the [IHUBApp Terms of Service](#) and the [IHUBApp Builder Terms and Conditions](#).

It's important to note that this agreement does not override or alter any terms from the [Terms of Service](#), the [Builder Terms](#), or the [Privacy Policy](#). However, in the event of any conflicts between those terms and this agreement, this agreement will take precedence, ensuring a seamless experience for you.

Certain terms used in this agreement have specific meanings defined in the Terms of Service. The headings and subheadings in this agreement are provided for your convenience and do not affect the legal provisions. When we use phrases like "may," "have the right," "are permitted," "are authorized," or "are allowed" in this agreement, it means we have the flexibility to take action, but we are not obligated to do so. We value your trust, and we will make decisions based on what we believe is best for the community. In this agreement, the term "including" means "including, but not limited to." When this agreement states that you "will" take an action, it means that we appreciate your commitment to taking that action and that it is a requirement.

It's crucial that you thoroughly read this entire Merchant Agreement and our Terms of Service as they play a significant role in shaping your experience. This agreement provides valuable information about payments, refunds, and restricted events, while the Terms of Service outline the procedures for resolving disputes in a fair and efficient manner. We encourage open communication and value your feedback.

1.2 WHO WE ARE

The award-winning and patent-pending IHUBApp was created by InspireHUB. Our next-gen app platform makes it easy to engage with your audience. Through our platform and other services, we have created a system that allows people to build, promote, fundraise and sell all through one easy-to-use hub. This includes selling tickets to events, raising funds for a charity, or allowing users to subscribe to members-only content.

InspireHUB is not a Broker, Financial Institution, Creditor or Charity: The Services are administrative platforms only. Certain features within the IHUBApp facilitate transactions including ticket sales, merchandise and fundraising. The Give page permits Donors to make donations to various campaigns. *InspireHUB is not a broker, agent, financial institution, creditor or 501(c)(3) nonprofit corporation.*



InspireHUB operates in three countries (Canada, USA, Australia) with its principal place of business at 3963 Maple Avenue, Suite 190, Dallas, Texas 75219.

1.3 IHUBAPP MERCHANT SERVICES

Here's a summary of the merchant services available through IHUBApp.

1. **Ticketing Services:** We provide the ability to sell tickets, registrations and other items through our Events Module and receive payments (the "Ticketing Services").
2. **Fundraising Services:** We provide the ability to collect payments and donations towards specific campaigns through our Give Page (the "Fundraising Services").
3. **Paid Content Services:** We provide the ability to collect subscription payments to grant access to specific content channels through our Content Channels (the "Paid Content Services")
4. **Marketing Services:** You may decide to opt-in to additional services and products from us including onboarding support, account management, and promotional services such as IHUBApp Ads (collectively "Marketing Services"). All Marketing Services will be provided as we determine and will be subject to the IHUBApp Terms of Service, the Organizer Terms, this Merchant Agreement, and any separate agreement that may be necessary. In the event of a conflict between the various agreements and this Merchant Agreement, the Merchant Agreement will control. Your billing for the services will be determined per your agreed upon terms.
5. **Builder Services:** When "Builder Services" is referenced in this Merchant Agreement, it means all the services collectively together that allows the person to Build their IHUBApp using modules that transact money. In this agreement, individuals utilizing our Builder services will be collectively referred to as "you" or "your."

PART 2 - MERCHANT AGREEMENT

This Merchant Agreement is between you the ("Merchant") and us ("InspireHUB") and the rights and obligations contained in it are in addition to the IHUBApp Terms of Service ("Product"). Nothing in this Merchant Agreement will be interpreted to limit, change or waive any of the IHUBApp Terms of Service, the Builder Terms, or our Privacy Policies. However, if there is any inconsistency between the Terms of Service or the Builder Terms and this Merchant Agreement, this Merchant Agreement will control.

By choosing to use the Builder Services or registering as an IHUBApp User who has access to these services, you are indicating your acceptance of the terms and conditions outlined in this Merchant Agreement, as well as the Terms of Service, the Builder Terms, and our Privacy Policy. This constitutes a binding contract between you and InspireHUB, governing your access to and utilization of the Builder Services. If you do not agree to the terms and conditions stated in this Merchant Agreement, the Terms of Service, the Builder Terms, or our Privacy Policy, please refrain from using the IHUBApp Builder Services or registering as a Builder.

If you are accepting this Agreement on behalf of a company, employer or other entity, so that such company, employer or other entity and/or its employees and you are to be permitted to use the Services and Technology hereunder, you are representing that you have the authority to bind such company, employer or other entity to this Agreement, and will also comply with this Agreement as an individual.

This agreement is made up of two main sections. Please ensure you read these terms carefully.

1. DEFINITIONS.



Defined terms help to make the interpretation of our agreement easier to understand. This section helps to make sure that all understand exactly what is meant by the terms used throughout the agreement.

2. TERMS.

We are a Software as a Service (SaaS) company with features that allow you to sell into Consumers. This explains the terms of this Merchant Agreement and your additional responsibilities for selling.

1. DEFINITIONS

“Add-Ons” means any of the additional services and modules offered by IHUBApp including but not limited to text notifications, forms, and other integrations.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Merchant Agreement between Merchant and InspireHUB Inc.

“Application” or **“IHUBApp”** or **“Product”** means the client’s white-labeled individual IHUBApp that is built and hosted using the **“IHUBApp Platform”** which is InspireHUB’s award-winning and patent-pending enterprise cloud-based messaging and notification software that uses PWA technology.

“Builder Services” is the collective term that refers to Ticketing Services, Fundraising Services, Paid Content Services, and Marketing Services available from InspireHUB and through the IHUBApp.

“Client” means the legal entity agreeing to this Agreement, being either an individual, company, organization or entity registering with InspireHUB to use the Application.

“Client Data” means all information that you submit or collect (including through Users and User activity) via the Subscription Service. Client Data does not include InspireHUB Content.

“Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential. Confidential Information shall include all information concerning: (a) Disclosing Party’s Clients and potential Clients, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Client Data shall be Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

“Consulting Services” means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

“Content” means any content uploaded by Users through and to the Application.



"Customer Materials" means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

"Digital Experiences" means any digital solution that is web-enabled and built on the IHUBApp including but not limited to apps, websites, portals, hubs, internets, and extranets.

"Documentation" means the user guides, manuals, handbooks and other written or electronic materials furnished by InspireHUB in conjunction with the Technology.

"Fundraising Services" means using the IHUBApp Give functionality to collect payments and donations towards specific campaigns and allows the Merchant to receive payment.

"Hub" means any individual IHUBApp that is built using InspireHUB's proprietary technology platform.

"IHUBApp Platform" means the proprietary InspireHUB technology which InspireHUB has the right to license and enables our Clients the ability to build any digital experience using the tools and services available through the IHUBApp.

"InspireHUB Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services.

"Marketing Services" means any additional services and products that are purchased by the Merchant including onboarding support, account management, and promotional services such as IHUBApp Ads.

"Modules" means the IHUBApp engagement modules that can be added to posts and pages to further engagement.

"Order" or "Order Form" or "Purchase Order" means the InspireHUB-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. Most Orders are completed through our online payment process system (Chargify) or via in-app purchase. The Purchase Order may be referred to as a "Statement of Work" if you are purchasing only Consulting Services.

"Paid Content Services" means the ability to collect subscription payments to specific content channels through IHUBApp Content channels.

"Party" means each of InspireHUB and Client, and **"Parties"** means InspireHUB and Client collectively.

"Product" means all products offered by sale by InspireHUB or its verified agencies including any free offerings.

"Product and Services Catalog" or "Pricing Plans" or "IHUBApp Pricing" or "Pricing & Plans" means the InspireHUB-approved licensing and offerings by which you agree to subscribe to the Subscription services that is published at <https://www.inspirehub.com/pricing-plans-build-now>

"Registered User" or "Consumer" means a user of the Application (**"IHUBApp"**), who has obtained access to the Application through the Merchant, and who has entered into a separate End-User License Agreement (**"EULA"**) and is consuming and/or purchasing items from the Merchant.

"Subscription Fee" means the amount you pay for the Subscription Service.



"Subscription Service" means all of the IHUBApp Platform, tools and add-ons that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via [IHUBApp sub-domain](#) or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any).

"Ticketing Services" means using the IHUBApp Events functionality to sell tickets, registrations, and other items that allows the Merchant to receive payment.

"Technology" (or **"IHUBApp Platform"**) means the InspireHUB award-winning enterprise cloud-based messaging and notification software that is hosted by InspireHUB on Microsoft Azure servers, which provides the Client with the ability to launched their own white-labeled IHUBApp that uses PWA Technology and allows the client to track Users' of their individual IHUBApp usage of the Application, Content inputted by Users through the IHUBApp, and to set parameters for Content sharing and IHUBApp use, as described on InspireHUB's website through which Client registered for the Technology, Application and Services. It also includes products designed and used by InspireHUB to service each Client and help them manage their individual IHUBApps.

"Third-Party Sites" means third-party websites linked to from within the Subscription Service, including Communications Services.

"Total Committed Subscription Value" means the aggregate amount of Subscription Fees paid or payable to us during your then-current Subscription Term(s) for all of your InspireHUB accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"InspireHUB", "we", "us" or "our" means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

"You", "your" or "Client" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the Client.

"Verified Agent" any person who identifies possible licensees for the licensor's property, represents the property in trade shows or other mediums, and presents the property and proposals to licensees while negotiating contract terms.

2. ELIGIBILITY

To use the Builder Services provided by IHUBApp, you must: (a) have the authority to enter into this Merchant Agreement on your own behalf or on behalf of the entity using the Builder Services; (b) comply with our Terms of Service and all applicable laws; and (c) review and agree to the [Stripe Connected Account Agreement](#), which includes the [Stripe Services Agreement](#) (collectively, the "Stripe Agreements," which may be modified by Stripe) and any other required third-party agreement, if applicable.



All information you provide must be truthful, accurate, and complete, and you are required to promptly notify us of any changes.

InspireHUB reserves the right to approve or deny your registration for the Builder Services, as well as to limit, suspend, or terminate your access to the Builder Services and/or impose transactional limits on payouts, at any time and for any reason, with or without notice. InspireHUB also retains the right to modify these eligibility requirements at any time.

3. DATA AND DISCLOSURES

3.1 Additional Registration Data

Upon registering for the Builder Services, you may be required to provide additional information known as "Additional Registration Data." This data pertains to yourself, the entity you represent (if applicable), and the principals/beneficial owners of said entity (if applicable).

Examples of Additional Registration Data include your current address, any doing business as (DBA) names, product descriptions, website address, bank account or payment account details, tax identification numbers, date of birth, passport or driver's license number, country of origin, copies of government identification documents, and other personal information.

We may utilize this information to verify your identity, authenticate the validity and legality of your transactions, and determine whether you meet the requirements to use the Builder Services. To ensure compliance, you are obligated to: (a) Provide accurate and complete information in a timely manner. (b) Regularly update the provided information promptly to ensure its accuracy and completeness.

3.2 Disclosure Authorization

You give InspireHUB authorization to share your Registration Data, Additional Registration Data, as well as information related to events and your use of the Services, with our Payment Processor, the Card Schemes, and Alternative Payment Frameworks (as defined above). Additionally, if the Services involve the participation of these third parties, we may share such information with your bank or other financial institution. By using the Builder Services, you provide us with authorization to verify your Registration Data and Additional Registration Data and perform necessary due diligence on your behalf, which may include engaging third-party credit reporting agencies.

3.3 Payment Reconciliation

In order to receive payments from ticket sales, registrations, or other items sold through us or our Payment Processor, it is necessary for you to provide complete and accurate Registration Data and Additional Registration Data. Until such information is provided in full and accuracy, you will not be entitled to receive any payments.

We retain the right to suspend or terminate your account on IHUBApp, as well as your access to the Builder Services, and withhold any payments that would otherwise be owed to you if we have reason to believe that your Registration Data or Additional Registration Data is inaccurate or incomplete.

3.4 Prohibited Use

3.4.1 Prohibited Merchants. By registering for the Builder Services and accepting this Merchant Agreement, you confirm and guarantee that:

- a. You are not situated in, and you are not a citizen or resident of, any country where the United States, United Kingdom, European Union, Australia, or Canada has imposed trade restrictions on goods and/or services similar to the services we provide ("Restricted Countries").
- b. You are not listed in the terminated merchant database of MasterCard MATCH or the terminated merchant file of Visa, and your access to each Card Scheme and each Alternative Payment Framework is not revoked or suspended.
- c. You are not an individual or entity under the control of, or affiliated with, any individual or entity that:
 - i. Appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Palestinian Legislative Council List.
 - ii. Appears on the U.S. Department of State's Terrorist Exclusion List.
 - iii. Appears on the Bureau of Industry and Security's Denied Persons List.
 - iv. Appears on the Consolidated List of Targets published by the U.K. HM Treasury.
 - v. Appears on the Consolidated List published by the A.U. Department of Foreign Affairs and Trade.
 - vi. Is subject to sanctions in any other country.

If we determine that you fall within any of the aforementioned categories, you will be deemed a "Prohibited Merchant."

3.4.2 Prohibited Events. You are prohibited from posting events on the IHUBApp platform or engaging in activities through the Builder Services that:

- a. Violate or aid in violating any applicable local, state, provincial, national, or other laws, rules, or regulations.
- b. Contravene the rules established by the Payment Schemes.
- c. Contain any content that violates the Terms of Service or the IHUBApp Community Guidelines.
- d. Take place in Restricted Countries or restricted regions, including but not limited to Iran, North Korea, Syria, Crimea, Donetsk People's Republic, and Luhansk People's Republic. Additionally, posting events in Cuba or Russia requires our prior written approval due to additional licensing requirements that may apply.

If we determine that an event falls within any of the aforementioned categories, it will be considered a "Prohibited Event."

3.4.3 Prohibited Transactions.

You are prohibited from processing the following transactions, and you confirm and guarantee that you will not submit any of the following for processing:

- a. Any transaction that violates the Payment Scheme Rules, including transactions involving certain adult content or activities, illegal goods or services (including cannabis), paraphernalia associated with illegal goods or services, cryptocurrency purchases, raffles, sweepstakes, or gambling, as categorized as "high risk" or another restricted category.
- b. Any fraudulent or criminal transaction.



- c. Any transaction that would be classified as a "restricted transaction" as defined in the Unlawful Gambling Enforcement Act of 2006 or Regulation GG.
- d. Any transaction unrelated to your events on the IHUBApp platform. Please note that our payment processing services may only be used for the purchase of tickets or registrations for your events on the IHUBApp platform, or for the sale of items or solicitation of donations directly related to such events.

If we determine that a transaction falls within any of the aforementioned categories, it will be deemed a "Prohibited Transaction."

4. CANCELLATIONS, SUSPENSIONS, AND TERMINATIONS

4.1 Canceling your IHUBApp with InspireHUB

You have the option to discontinue your participation as a Builder at any time by deleting your account in accordance with the Terms of Service. However, it's important to note that even if you delete your account, you are still obligated to adhere to this Merchant Agreement, along with any other applicable InspireHUB policies and written agreements you have with us.

4.2 Suspension and Terminations initiated by InspireHUB

InspireHUB retains the right to suspend or terminate your ability, as well as that of your affiliates, to participate on the IHUBApp platform as a Builder and/or to receive payments at any time and for any reason. This includes situations where:

- a. You become ineligible for the Services or violate any provision of this Merchant Agreement, the Terms of Service, or any other InspireHUB or IHUBApp policy applicable to you.
- b. You or any of your affiliates fail to make timely payments owed to us.
- c. Our Payment Processors or Card Schemes refuse to facilitate payments to you or engage in services involving you.
- d. We receive a legal process seeking to attach or garnish any of your funds or property in our possession.
- e. We discover that you have granted the right to assignment of payments to any party, regardless of the reason.
- f. You are classified as a Prohibited Merchant, have organized Prohibited Events, and/or process or submit Prohibited Transactions.

4.3 Reconciliation and Obligations after Termination

In the event that either party terminates this Merchant Agreement, we, through our Payment Processors, will make efforts to pay any outstanding amounts owed to you within a reasonable timeframe, provided that such payments are permitted under applicable laws, regulations, and orders. However, we reserve the right to retain funds owed to you, as outlined in Section 5.2.9 "Fees and Deductions," to cover any Chargebacks, refunds, credits, balances owed to us, or other deductions that may be applicable. Apart from these circumstances, we will have no further payment obligations to you.

Any provisions in this Merchant Agreement that are meant to continue even after the agreement has ended will remain in effect. This includes your responsibilities regarding refunds, payments, and Chargebacks (which are defined below).



5. PAYMENT PROCESSING

5.1 Payment Processing through Stripe

As part of the Builder Services, we offer tools to assist you in fundraising, selling tickets, registrations, and other items to Consumers. We work with Stripe, Inc. "Stripe" to facilitate the processing of payments connected to these features as our "Payment Processor".

Both you and we must adhere to the rules and regulations set by our Payment Processor. In certain situations, you may need to enter into separate agreements with these partners, referred to as "Payment Processor Agreements," in order to receive payments.

By accepting this Merchant Agreement or continuing to operate as a Client on IHUBApp, you also agree to the [Stripe Connected Account Agreement](#) and the [Stripe Services Agreement](#). To enable payment processing services through Stripe, it is necessary for you to provide us with accurate and complete information about yourself and your business. Additionally, you authorize us to share this information, as well as transaction details, with Stripe on your behalf when you connect your Stripe account to your IHUBApp.

5.2 IHUBApp Facilitated Payment Processing

IHUBApp provides multiple tools that facilitate the processing of payments "IHUBApp Facilitated Payment Processing" or "IFPP". This includes tickets, registrations, donations, subscriptions and other items. We act as the tool that helps to facilitate sales and donations but the payment transactions are managed solely through Stripe. As a facilitator, we process the total value of tickets, registrations, and other items purchased by your Consumers and collect a fee as part of our services rendered.

5.2.1 Payouts

When you facilitate a transaction through IHUBApp the payment is automatically deposited into your Stripe account for you to manage as you see fit. *InspireHUB will not be liable for any delayed, rejected, or missed payouts that occur from any delay failure, or contractual breach by you, a Payment Processor, or any third-party provider.*

- a. **Payout Methods.** You must configure Stripe to deposit the money to your account. For instructions on how to do this, you may visit: <https://stripe.com/docs/payouts>
- b. **Checks.** If for any reason, InspireHUB issues you a check, you are responsible for maintaining security and control over it. If your check is lost, stolen or fraudulently obtained, you must notify us within 24 hours. Additionally:
 - i. You are solely responsible for any losses that may occur if a check issued by us to you is lost, stolen, or obtained through fraudulent or erroneous means.
 - ii. We have the right to honor and pay any check issued to you, regardless of the person presenting the check for payment, and regardless of whether the check has been lost, stolen, or obtained fraudulently or erroneously.
 - iii. You agree to indemnify and reimburse us for any claims, losses, costs, and damages that we may incur in relation to any check issued to you. This includes situations where the check is cashed or deposited multiple times as a duplicate payment.



5.2.2 Accuracy of Information

To ensure smooth payment transactions on your behalf, we and our Payment Processor rely on the accuracy of the information you provide. If any of the account or card details you provide to us or our Payment Processor are incorrect, it is your responsibility to reimburse, indemnify, and protect us and our Payment Processor from any losses or expenses incurred due to our reliance on the incorrect information.

5.2.3 Transaction Limits

To ensure security, we may find it necessary to establish transaction limits. These limits are determined based on risk management, security measures, and the requirements of our Payment Processor. Occasionally, we may impose a limit on the amount of a particular transaction you can process through IFPP (IHUBApp Facilitated Payment Processing). By using our services, you give us permission to reject any transaction that exceeds this limit.

5.2.4 Currencies

Please note that we only handle specific currencies and do not offer currency conversion services. The availability of IFPP is limited to certain currencies and specific locations. Furthermore, any funds collected through IHUBApp in a particular currency can only be paid out to you in that same currency. We are unable to convert currencies.

5.2.5 IHUBApp Processing Fee

In return, in addition to the service fees you pay for accessing IHUBApp, you will pay InspireHUB a service fee for each ticket, registration, donation, or other items that is sold, for facilitating the transaction through IHUBApp.

5.2.6 Refunds, Chargebacks and Reversals

- a. This IHUBApp processing fee is taken at the time of the transaction and is non-refundable. If you make a refund to the consumer for any reason, the IHUBApp processing fee will not be refunded. If you are using the Events tool and cancel your event, the IHUBApp will not be refunded.
- b. Credit card chargebacks and transaction reversals, collectively referred to as "Chargebacks," can occur when a consumer disputes a transaction with a Card Scheme or Alternative Payment Framework.

As a Builder, it is your responsibility to promptly and fully pay and reimburse your Consumers for any Chargebacks related to your payments. This includes covering all associated fees such as credit card association fees, service fees, payment processing fees, re-presentment fees, penalties, and other costs (referred to as "Chargeback Costs") incurred by us, our Payment Processor, or any other partners involved in handling your Chargebacks.

It's important to understand that the Card Schemes and Alternative Payment Frameworks have discretion in managing Chargebacks according to the Payment Scheme Rules.



5.2.7 Confirmations

Once a Consumer places an order and it is confirmed through IHUBApp, depending on the tool you are using we may generate a confirmation message. For example, our events module will send your Consumer a confirmation of the ticket they have purchased along with a confirmation number.

As a Builder, it is essential that you accept, honor, and fulfill all commitments related to ticketing, registration, merchandise, and donations that have been confirmed through our Builder Services.

You are responsible for ensuring that you accept and verify the Consumer's confirmation number, as well as any event-specific restrictions, prior to the relevant event or item that you have sold. This verification process ensures a smooth experience for both you and the attending Consumer.

5.2.8 Escheatment (Unclaimed Payouts)

Your payouts will be automatically processed to you via Stripe. However, in the event that we are unable to make a payout to that specific payment method and you do not provide an updated and approved payout method within a designated timeframe outlined in relevant unclaimed property laws (such as escheatment laws), we will transfer the funds to the appropriate government authority as required by applicable laws. This process will be carried out after providing you with proper notice as mandated by the applicable laws.

5.2.9 Fees and Deductions

- a. **Fees and Taxes.** You are accountable for all fees and taxes associated with your use of our Builder Services.

As the Builder, you hold sole responsibility for determining prices for tickets, registrations, and other items related to your events. You are obligated to pay us all applicable fees for utilizing the Builder Services, including transactional service fees and payment processing fees for the Ticketing Services. Additionally, there may be charged or invoiced fees for the Marketing Services.

It is your sole responsibility to cover any payment processing fees, including the IHUBApp Facilitated Payment Processing Fee (if applicable), credit card fees, applicable taxes (described in Section 5.2.9 (f) ("Taxes")), and any other amounts owed to third parties arising from the Builder Services.

These combined charges, including IHUBApp Fees, transaction fees, and Taxes, are referred to as "Fees and Taxes." It's important to note that Fees and Taxes may vary based on jurisdiction and currency. The process of what is charged by jurisdiction is automatically managed by Stripe, Inc. You can learn how Stripe calculated Taxes at <https://stripe.com/docs/tax/calculating>

Please refer to the IHUBApp Pricing & Plan Page, for information on the current IHUBApp Fees and payment processing fees. <https://www.inspirehub.com/pricing-plans-build-now>

Fees and Taxes may change over time, and such changes will be applicable to transactions made after the modification. While we may allow you, under certain circumstances, to pass on some or all of the Fees and Taxes to be paid by your Consumers as part of the event transaction, you are ultimately responsible for all Fees and Taxes. We reserve the right to revoke or modify this option, in whole or in part, at any time.

Furthermore, we may charge you standard and reasonable rates for research costs and legal



fees incurred in responding to third-party or government subpoenas, levies, or garnishments related to your account. We may also charge Research Fees for necessary activities and verification processes involved in executing a change of payee.

- b. **Consumer Fees.** We reserve the right to charge Consumers additional fees. However, you are not allowed to favor one payment method over another without our approval.

As part of our services, we may charge Consumers separate fees, known as "Consumer Fees," that are not passed on to you. These fees relate to ticket sales, registrations, other items, processing, handling, and/or access to various IHUBApp content and services. We have the discretion to determine the structure and assessment of Consumer Fees, as well as the associated refund policy. Please note that we are not obligated to disclose Consumer Fees to you, and we retain the right to modify them at any time.

Unless we have specifically agreed otherwise, it is prohibited for you to give preferential treatment to one form or method of payment over another. Additionally, you are not allowed to impose additional fees or charges on Consumers related to a specific payment method while exempting those fees or charges for other payment methods.

- c. **Delays and Omissions.** We make every effort to provide you with timely notifications regarding the amounts owed. However, if there is a failure on our part to send an invoice or provide timely notification, it does not exempt you from fulfilling your payment obligations.

In the event that we unintentionally omit a payment that you owe to us or any third party from a statement or invoice, it does not mean that the right to that payment is waived. You are still required to make the payment, and we reserve the right to include it in a subsequent statement or invoice for settlement.

- d. **Deductions.** Without limiting the above, InspireHUB will deduct the following in accordance with your use and the agreements that you have entered into with our company:
 - i. **Event Fees:** A processing fee will be added to all individual ticket sales;
 - ii. **Donations:** A process fee will be added to each individual donation; and
 - iii. **Success Fees:** As outlined in the InspireHUB Affiliate Marketing program;
 - iv. **All applicable Taxes.**

Upon completion of necessary deductions, you will receive payments based on the amount of your sales. Additionally, we reserve the right to make further deductions as authorized by this Merchant Agreement. We may also offset any debts, fees, or outstanding amounts owed by you or your Affiliates under this Merchant Agreement or any other agreement between you, your Affiliates, us, and our Affiliates ("Affiliate Agreement"). These deductions may include Chargeback Costs, refunds, IHUBApp Fees for Marketing and Operational Services, Research Fees, reserves, and customer complaints, collectively referred to as "Other Deductions and Setoffs."

Please note that we hold no liability for any claims arising from our decision to implement Other Deductions and Setoffs.

1. To ensure clarity, we retain the right to exercise our setoff rights against any payouts, regardless of whether they are related or unrelated to the outstanding amount. If the setoff does not fully cover the funds owed by you or any of your Affiliates under this Merchant Agreement or any Affiliated Agreement, the remaining amount will be considered as due and payable until you have fully satisfied it. In such cases, we reserve the right to collect the outstanding amount in

accordance with the provisions outlined in Section 11 "Non-Exclusive Remedies and Collections."

2. In compliance with applicable laws, including Section 9-406 of the Uniform Commercial Code and garnishment orders, we may deduct funds from your Event Proceeds. Furthermore, if required or permitted by the law, we may block, reject, freeze, or transfer to law enforcement agencies any payments related to the IHUBApp Properties that pertain to you, are owed by you, or involve you in any way. These actions are undertaken in accordance with the applicable laws and regulations.

- e. **Refunds.** You are the seller of all products and services, and the Consumers are your direct customers. It is your responsibility to handle and process refunds for transactions. Any disputes arising from refund requests, regardless of the payment method chosen, should be resolved directly between you and your Consumers. While we may attempt to mediate in the event of a dispute, the ultimate responsibility for settling the dispute lies with you. Additionally:
- i. **Selling of Tickets.** It is solely your responsibility to ensure that your events are properly ticketed and that only valid tickets are accepted. We cannot be held responsible for any counterfeit or invalid tickets, nor for any expenses incurred as a result of your decision to accept or reject tickets.
 - ii. **Refund Policy.** You are required to establish a refund policy and to effectively communicate it to your Consumers. You must apply your refund policy in accordance with this Merchant Agreement. InspireHUB and IHUBApp have no ability to enable or facilitate refunds for what you have sold using the IFPP. You take full responsibility for managing your customers and their refunds.
 - iii. **IHUBApp Fees.** We have the right to decline the refund of any IHUBApp processing fees. To be clear, InspireHUB has a strict no-refund policy as it pertains to the IFPP. That said, in certain cases, we may determine to refund a portion of the fees. In that case, we have the right to require you to reimburse us for the refunded fees.
 - iv. **Refunds Process.** You agree to adhere to the following when it comes to reimbursing your Consumers. You agree that:
 - 1. You are responsible for all refunds. Even though we provide the tools that enable you to sell items, you have sole responsibility for all refunds to Consumers that use your IHUBApp.
 - 2. You will issue refunds to Consumers through your independent Stripe or other third-party accounts.
 - 3. You agree to refund Consumers directly through our approved Payment Processor and to adhere to their guidelines.
 - 4. You will notify Consumers through IHUBApp Direct Message or via Post if an event is canceled, a product is no longer available, or there has been a change for their intended donation.
 - 5. You will be the main point of contact as it pertains to your Consumers and will instruct your Consumers that they may not contact InspireHUB with any refund requests.

f. **Taxes.** For the majority of situations, it is your responsibility to collect and remit all applicable taxes to the relevant government authorities. However, there may be circumstances where we have the authority to request information from you and withhold taxes.

- i. **You are solely responsible.** You have the sole responsibility to determine and comply with the applicable taxes (such as sales, use, amusement, value added, consumption, excise, and other taxes) associated with your use of the Builder Services and the sales you make using the Builder Services. It is your duty to collect and remit the correct amounts of taxes to the relevant Tax Authorities.

While our Payment Processor provides tax tools and calculators to assist you, we do not guarantee that these tools will meet all of your tax requirements or ensure the collection and remittance of all applicable taxes. Tax obligations can vary based on factors such as the nature of your event, your tax status, location, consumer location, and potential credits or deductions. We are released from any liability related to your use of the tax tools, and they should not be considered as legal or tax advice.

When using tax tools that require a tax registration number, you must ensure that the provided number is accurate and valid. As we cannot provide legal or tax advice, we recommend consulting with your own legal and/or tax advisor regarding any relevant tax obligations.

If a Tax Authority requires us to pay any taxes related to your use of the Builder Services or the sales you make, you must reimburse us promptly and in full upon demand. This includes all associated costs, penalties, interest, and expenses.

- ii. **Request for information.** InspireHUB may, in certain jurisdictions, have an obligation to collect and remit taxes related to your sales of tickets, registrations, or other items made using the Builder Services. To determine if tax collection is required, we may request specific information when you create an event using the Builder Services. This information may pertain to your tax-exempt status, the nature of your event, or other relevant details. By providing such information, you represent and warrant that it is true and accurate. We are unable to provide legal or tax advice, so it is essential to consult with your own legal and/or tax advisor regarding any information you provide through the IHUBApp platform.

If a Tax Authority requires InspireHUB to pay taxes due to incorrect information provided by you, you must promptly and fully reimburse us for those taxes upon demand, including all associated costs, penalties, interest, and expenses.

- iii. **Collection of taxes.** In certain jurisdictions, InspireHUB may be obligated to collect and remit taxes on IHUBApp Fees and IHUBApp Payment Processing Fees to the relevant Tax Authorities. If such obligations arise, we will collect taxes on IHUBApp Fees from you, and it is your responsibility to pay these taxes. We have the discretion to either invoice you for taxes on IHUBApp Fees or withhold the corresponding amount (from the payments we would otherwise make to you).

However, apart from the taxes on IHUBApp Fees that we collect from you according to this provision, and the taxes collected and remitted, you are responsible for accurately collecting and remitting any applicable taxes related to your use of the Services and sales made through the Services.

- iv. **Withholding Rights.** We retain the right to withhold any owed payments to you and allocate them as necessary in accordance with applicable local, state, provincial,



national, or other laws, rules, regulations, judgments, or orders, as determined by us. This includes the ability to withhold payments and later request payment from you for any outstanding Taxes that are associated with your events and have not been collected or remitted.

- v. **VAT Taxes.** In order to comply with European Union (EU) sales tax regulations, InspireHUB has certain requirements regarding Value Added Tax (VAT) for users in the EU.

If you reside in the EU and have not provided us with your VAT Identification Number (VAT ID), we are obligated to collect VAT from you on the IHUBApp Fees for paid tickets, registrations, and other items sold on or through IHUBApp. We will then remit the collected VAT to the relevant tax authority.

However, if you provide us with your VAT ID, we will not collect VAT on the IHUBApp Fees. It is your responsibility to ensure that the VAT ID you provide is accurate, complete, and in the correct format. Please note that any falsification or misrepresentation of information to evade VAT payment may result in fines and/or criminal prosecution. In such cases, you will be required to promptly reimburse us for all costs and expenses incurred as a result of the falsification or misrepresentation of a VAT ID on the Site.

While having a VAT ID is not mandatory, if you reside in the EU and do not have a VAT ID or fail to provide us with your VAT ID, we will collect and remit VAT on the IHUBApp Fees on your behalf.

It's important to note that VAT is not collected and remitted on the IHUBApp Payment Processing Fee or the price of the tickets, registrations, and other items you sell on or through the Site.

- vi. **IRS Reporting.** In accordance with United States federal tax law, if the transactions processed through IHUBApp exceed a specified threshold during a calendar year, you may have an obligation to report certain information to the IRS. This information includes: (i) the total gross amount of reportable payment card/third-party network transactions for the calendar year. The gross amount refers to the total dollar value of all reportable payment transactions for each participating payee, without any adjustments for credits, cash equivalents, discounts, fees, refunded amounts, or other considerations. The dollar amount of each transaction is determined based on the transaction date; (ii) your name; (iii) your address; and (iv) your tax identification number ("Your Tax Information").

In such cases, Stripe is required to either (a) collect Your Tax Information once you reach the specified threshold, or (b) verify that you are a foreign person exempt from Form 1099-K information reporting. If applicable, you will need to provide Stripe with an IRS Form W-8 to confirm your foreign status. Until either option (a) or (b) is satisfied, further payments from us will not be issued to you.

To obtain more information about these tax reporting rules and the reasons behind these requirements, please refer to our 1099-K FAQ.

5.2.10 Collections and Recovery

You are responsible for reimbursing us for the expenses incurred in the collection of overdue payments from you. If any amounts remain unpaid for a period of thirty (30) days after the invoice date, we have



the right to initiate the collection process and pursue the unpaid amounts. While we may send you collection notices, it is not a prerequisite for taking legal or other action to recover overdue sums.

Additionally, you must promptly reimburse us upon request for all costs incurred (including reasonable attorneys' fees and expenses) in collecting overdue amounts or any other outstanding sums owed by you or your Affiliates under this Merchant Agreement or any related agreements. You and your Affiliates acknowledge that in cases of unpaid amounts and associated fees and costs, we retain the right to pursue legal action through judicial proceedings, which will not be subject to arbitration regardless of any arbitration provisions stated in the Terms of Service.