

Ticketing Management Services Agreement

THIS TICKETING MANAGEMENT SERVICES AGREEMENT ("Agreement") is made by and between art-mate.net which is an online ticketing platform wholly owned by AlphaSoft Design Limited ("Company," "We," "Us," or "Our"), and you, a person, organization or other entity (an "Organizer," or "You" or "Your"). art-mate.net is in the business of providing reservations, tickets, memberships, admissions, and/or confirmations that allow the ticket holder or purchaser (each, a "participants") attendance at, access to, or participation in, events (including streamed events), other activities (each, an "Event"). You, as an Event organizer, are authorized to provide access to such Events. The parties, intending to be legally bound, hereby agree as follows:

By joining and renewal of the art-mate Membership, you acknowledge that you have read and understood this agreement, the Terms & Conditions, and the Privacy Policy. You agree to be bound by all the terms and conditions stated in these documents. This agreement holds the same legal effect and force as a written and signed document. If you do not agree to all the terms and conditions, we may cancel this transaction, and you will not be able to access the art-mate.net website (the "Website") and its services. We reserve the right to decline your request for services for any reason and without notice.

1. OUR SERVICES AND RESPONSIBILITIES

Company shall provide the following services ("Services") under this Agreement:

- (i) display and list Your Event on Company's Website, located at the following address: <https://www.art-mate.net>, including where applicable, streaming Your Event;
- (ii) accept and process online orders for tickets to Your Event, process all credit card and other payments on Your behalf; and provide internal ticket management service;
- (iii) provide sales report to You of Our fees and charges for each ticket sold by Us.

2. FEES, CHARGES, AND PAYMENT METHODS

2.1 OVERVIEW

Company charges ticket admin fee for all tickets sold and payment fee for pay event processed by Us through the Gateway, as more fully described in Section 2. below (collectively, "Fees"). We will deduct or invoice you for all applicable Fees from Your booking revenue as stated in this Agreement and in Our pricing policy, which can be found at <https://www.art-mate.net/doc/77131> and is incorporated by reference herein, and which may change periodically (thus, You should check this link periodically to familiarize Yourself with our current Fee schedule). All Fees and any other monies contemplated by this Agreement are payable in Hong Kong Dollars, or in any foreign currency accepted by Company for Events in an another country or jurisdiction, as shown on our Site.

2.2 SERVICE.

(A) GATEWAY; PAYMENT PROCESS.

For pay event, payment processing occurs directly by Company, and Organizers are assessed admin fee & payment fee according to the discounted face value of the tickets. (i) Company will collect all event registration fees on behalf of You from the participants and deduct all applicable Fees from the event registration fees passed along to You; (ii) Company will make all payments to You (event registration fees minus applicable Fees due to Company, including any prior balance due to Company for any reason) either via cheque delivered by mail at the address that

You provide or through direct deposit to your authorized account. You represent, warrant and covenant that the mailing address or bank account information provided to Us is accurate and You will update this information as necessary to maintain its accuracy; and (iii) Company will use commercially reasonable efforts to submit payment for the balance due to You within 7 working days of the following month after event completion to which the registration fees correspond, provided that Company reserves the right to withhold funds at any time as Company in its sole discretion determines to be necessary for the processing and settlement of all returns, disputed charges, customer complaints, allegations of fraud, chargebacks, expected chargebacks and other discrepancies.

(B) REFUNDS.

It is Your responsibility to communicate Your refund policy to participants. In the event of canceled or postponed Events, Your refund policy is superseded by Company's refund policy as described in Subsection (B)(ii) below. Organizer shall ensure that its refund policy is consistent with the terms of this Agreement, the payment and refund processes included in the Services, and all applicable legal, regulatory and other governmental requirements. All communications or disputes regarding refunds are between the Organizer and the participants, and Company will not be liable for any decision to issue or not issue refunds.

(i) Individual Refunds. If a participant desires to request a refund, the participants must request the refund from the Organizer. If the Organizer desires to fulfill the request, the Organizer can utilize the Special Refund Services or contact the Company to process the refund. Company will use commercially reasonable efforts to process refunds issued and requested to be issued by the Organizer in a timely manner after the Organizer authorizes the issuance of the refunds. Company has no responsibility to provide individual refunds which have not been authorized by the Organizer in accordance with this provision. In addition, the Company will NOT issue any refund to a participant unless and until sufficient funds for the refund have been received from the Organizer.

(ii) Canceled or Rescheduled Events. No payments shall be made to an Organizer from the Company with respect to any Event that is canceled (or for which the Organizer otherwise authorizes a refund). If an Event is canceled, a refund shall be issued to participants. An Organizer will be sent an invoice for all Fees (if applicable) due to the Company for such Event. Upon payment of all such Fees, Company will issue a full refund to participants. If an Organizer fails to submit payment to Company for its Fees in a timely manner, Company will process refunds for the canceled Event less all applicable Fees and the Organizer shall thereafter be required to refund the Fees directly to participants and Company shall have no further liability or obligation. If an event is rescheduled, Company will use its sole discretion to determine whether it is considered a cancellation and therefore subject to the refund policy described in this section.

(iii) Notwithstanding the foregoing, You acknowledge and agree that, to protect its reputation and the integrity of the Site, Company shall have the right (but not the obligation) to force or provide a refund to participants of any or all amounts paid for tickets at any time for any reason or no reason, including without limitation if Company receives complaints from a substantial number (as determined by Company in its sole discretion) of participants with respect to an Organizer or the applicable Event, or Company determines in its sole discretion that the Organizer has engaged in any fraudulent activity or made any misrepresentations. Company shall have no

liability whatsoever to an Organizer in connection with or arising from any such decision to force or provide refunds.

(C) CREDIT CARD CHARGEBACKS.

Any credit card chargebacks initiated by a participant for any reason with respect to an Event shall be charged back to the Organizer. Company in its sole discretion shall either (i) deduct these costs from such Organizer's outstanding balance, whether for that particular Event or for any other Event that such Organizer lists through the Services; or (ii) send an invoice to such Organizer for such costs if no balance exists. If payment for such invoice is not received by Company within thirty (30) days after the invoice date, Company reserves the right, at Company's sole discretion, to terminate such Organizer's registration for the Services and to cancel all other Events listed by such Organizer as provided herein. Company shall have no liability whatsoever for any damages, claims or losses incurred by an Organizer in connection with any such termination or cancellation. You are responsible for any chargebacks that Company receives from its merchant bank in connection with Your Events. All communications and disputes regarding chargebacks are between the Organizer and participants, and Company will not be responsible or liable in any way for chargebacks issued. For purposes of this Agreement, "chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g. cardholder dispute, fraud, declined transaction, returned tickets for canceled events, etc.). Company may submit ticket purchase information to the payment gateway for appeal as necessary. If the card issuer ultimately determines that the chargeback is valid, Company will charge You a \$85.00 fee per lost Chargeback to cover associated card fees.

(D) CONFIRMATION

Upon receipt of a payment authorization from each individual ticket purchaser or free event registration from each participant, Company generates a confirmation message and issues a unique buying ID. You agree to unconditionally accept, honor, and fulfill all ticketing commitments that have been confirmed by Company through the Services (and not returned or voided), and it is your responsibility to verify the applicable participants's buying ID, membership status, and/or any Event restrictions prior to the subject Event. If We learn that You are not honoring Our ticketing commitments, we reserve the right, in our sole discretion, to terminate Your account without liability or further obligation.

2.3 COLLECTION COSTS

In the event that You do not pay to Company upon request any amount required to be paid by You under this Agreement, Company shall be entitled to recover from You, in addition to any amounts otherwise owing, its reasonable costs of collection, including, without limitation, collection agency fees, reasonable attorneys' fees, and court costs.

3. EVENT RESTRICTIONS

When submitting Your Event to Company to be listed or streamed on Our Site, it is Your responsibility to provide to Us any event restrictions associated with said Event. Any Event that requires a restriction for admission, including, but not limited to, age, school or organizational affiliation, hardware or software requirements, or other characteristics or requirements, must be clearly stated by You upon submission to Us. It is Your responsibility to ensure that said restriction is lawful and does not violate any local laws, or any applicable foreign laws, prior to

submitting the Event to Us. It is also Your responsibility to verify that all customers can be admitted to or have access to view Your Event, as applicable.

4. ACCESS; SAFEGUARDS

You understand and agree that the Site may, at times, be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment or communications malfunctions; (ii) periodic maintenance, repairs, or administrative reviews which We may undertake from time-to-time; or (iii) causes beyond Our reasonable control or which are not reasonably foreseeable by Us, such acts of government or the malicious or criminal acts of third parties.

You have established, and shall at all times during the term of this Agreement maintain and comply with, reasonable administrative, organizational, technical, and physical controls that prevent the Site from being accessed or used in any manner in violation of any applicable terms or other agreements between Company and ticket purchasers (including in violation of any prohibitions or use restrictions contained therein, such as prohibitions on copying the website or any of its content). You shall immediately notify the Company in writing upon becoming aware of any such conduct or activity. In addition to Your other indemnification obligations in this Agreement, You hereby agree to indemnify, defend, and hold harmless Company and its affiliates from and against any claims, actions, demands, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by the indemnitees as a result of or in connection with any such conduct or activity.

5. REPRESENTATIONS AND WARRANTIES

You represent and warrant the following: (i) You are a producer, promoter, presenter, or manager of the Event; (ii) You have the authority and right to offer, sell, and honor the tickets to the Event sold on Our Site; (iii) the Event itself and any material or content provided by You to Us for use on Our Site is/are not (and does not contain, promote, or link to material or content that is) pornographic, defamatory, grossly offensive, harassing, malicious, illegal, or otherwise objectionable, and do not infringe or violate (or contain, promote or link to material or content that infringes or violates) the rights of any person or entity, including, but not limited to, copyright, trademark, trade secret, proprietary, intellectual property, and rights of privacy and/or publicity; and (iv) the Event and the sale of tickets to the Event do not constitute a violation of any local law.

6. USE RESTRICTIONS

You will not use the Company Site or Service for unlawful purposes.

You will not submit, stream, or otherwise provide or make available any information or content that is defamatory, indecent, pornographic, obscene, otherwise objectionable or harmful, or that violates the legal rights of third parties through or using the Company Site or Service.

You will not engage in data mining or similar data gathering or extraction activities or retrieve data or other content from the Company Site or Service for purposes of creating or compiling that content for any purpose other than your authorized use of the Company Site or Service as permitted by this Agreement.

You will not access, use, or copy any portion of the Company Site or Service, including any of its content, through the use of indexing agents, spiders, bots, web crawlers, or other automated devices or mechanisms.

You will not use the Company Site or Service to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, logic

bombs, time bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines, including those designed to or that reasonably may disable, damage, impair, interfere with, surreptitiously intercept, or expropriate the Company Site or Service or any computers, hardware, software, system, data, or networks.

You will not engage in activities that aim to render the Company Site or Service or associated services inoperable or to make their use more difficult.

7. Disclaimer of Warranties

Company's site and services are provided "as is," "as available," and without any warranty of any kind. Company does not warrant or guarantee the quality, completeness, timeliness, or availability of the site or services. Company does not warrant or guarantee that the site or services will be uninterrupted or error-free, that any defects in the site or services will be corrected, or that the site or services are free of viruses or other harmful conditions or components.

To the maximum extent permitted by applicable law, Company expressly disclaims all warranties of any kind with respect to the site and services, including without limitation those regarding availability, quality, accuracy, merchantability, fitness for any use or purpose, compatibility with any standards or user requirements, title, and non-infringement, as well as any arising by operation of law or from a course of dealing or usage in trade. Company has no responsibility for the timeliness, deletion, misdelivery, or failure to store any content or user communication.

8. Indemnity for Third-Party Actions

To the fullest extent permitted by applicable law, you agree to indemnify, defend, release, and hold harmless Company, its affiliates, and their respective licensors and suppliers (collectively, the "Company Parties") from and against all claims, losses, liabilities, settlements, fines, penalties, actions, lawsuits, and legal actions brought by any third party against any of the Company Parties arising from or relating to:

- a) Your use of the Company site or any services offered by the Company.
- b) Your violation of these terms.
- c) Any content or feedback you provide.
- d) Your violation of any law or the rights of any third party.
- e) Any cancellation, postponement, rescheduling, or delay of an event.
- f) Any allegation that the content you provide or data or information you input into the Company site infringes, misappropriates, or violates the intellectual property rights of a third party.

You understand and agree that your indemnification obligations to the Company Parties apply even if such third-party action and third-party related losses arise from the negligence of any kind or degree, breach of contract or warranty, strict liability, non-compliance with applicable law, or other fault or wrongdoing of any of the Company Parties.

The term "third party" includes, among others, other users of the Company site, your spouse, partner, family members, guests, neighbors, roommates, tenants, and employees, as well as any insurance company.

Company reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Company's prior written consent.

9. LIMITATION OF LIABILITY

Under no circumstances will the Company be liable to you or any other person for any indirect, incidental, consequential, special, or punitive damages for any matter arising from or relating to this agreement, the site or service, or the internet generally, including, but not limited to:

- a) Your use or inability to use the site.
- b) Any changes to or inaccessibility of the site.
- c) Any delay, failure, unauthorized access to, or alteration of any transmission or data.
- d) Any material or data transmitted or received or not transmitted or received.
- e) Any data or material from a third person accessed on or through the site.

This limitation of liability applies whether such liability is asserted on the basis of contract, tort, or otherwise.

10. MISREPRESENTATION OF EVENT

The Event must be accurately and truthfully described when You submit the Event information to Company to be posted on the Site. If We discover and determine, in Our sole discretion, that You misrepresented the Event, We will cancel the Event and may issue a refund to ticket purchasers as provided in this Agreement. If We determine that You repeatedly engage in the conduct described in this paragraph, Your account will be terminated and any other Events submitted by You will be canceled pursuant to this Agreement and Company reserves the right to take other actions or pursue additional remedies as permitted by law.

11. SUPPORT

Company will provide technical and other customer support to You by which You may obtain technical assistance in dealing with any difficulties which may arise in connection with Your use of Our Site. We attempt to provide such support in a timely manner, but make no guarantees that We will respond to Your inquiry by a particular time.

12. CONFIDENTIALITY AND NON-DISCLOSURE

You understand and acknowledge that Company is the owner of valuable trade secrets and confidential, non-public, and proprietary information (collectively "Confidential Information") and acknowledge that the services which We perform involve the furnishing of Confidential Information to You including, but not limited to: (i) customer names, mailing addresses, and other personally-identifiable information; (ii) sales; (iii) pricing; and (iv) business strategy, and that the goodwill and competitive position of Company depend, in part, upon You keeping such Confidential Information confidential. You agree to use Your best efforts to protect Our Confidential Information and to implement security measures to keep said Confidential Information confidential. Except pursuant to court order or the prior written consent of Us, You agree that You shall not disclose, distribute, sell, license, transmit, or disseminate any Confidential Information to any other party or permit or cause any unauthorized party to disclose, examine, and/or reproduce any reports, documents, transmissions, or data containing Confidential Information prepared or owned by Us. If You are requested or required to disclose

Confidential Information pursuant to legal proceedings, You shall promptly notify Us so that We may prepare a response to said legal proceedings.

13. PROMOTION OF EVENT

You shall use reasonable efforts to create, produce, and distribute marketing and promotional materials, and/or otherwise create marketing and promotional campaigns, which state that tickets to Your Event shall be available for sale at art-mate Site.

14. TERMINATION

Except as provided elsewhere in this Agreement, the term for Annual Membership shall be one year from the date of "registration as an art-mate member," and the term for One-off Membership shall begin after "registration as an art-mate member" and shall terminate upon the conclusion of the one-off event ticketing activity. either party may terminate this Agreement at any time upon seven (7) calendar days notice to the other. If You terminate this Agreement after you have submitted your Event to us, Your Event shall be canceled as provided in this Agreement.

15. REFERENCES

You grant us a limited, worldwide, royalty-free license to reproduce and use Your company or organization name, logos and trademarks (and to authorize our service providers and media outlets to do so) in advertising or promotional materials, in any and all media (including print and Internet), whether now or hereafter existing, for the purpose of referring to you as a Company customer and/or describing our Services for you.

In the event of any discrepancy between the Chinese and English versions, the English version shall prevail.

(Last update: 2025-3-15)

票務管理服務協議

本票務管理服務協議（"協議"）由創新軟件設計有限公司全資營運的art-mate.net（以下簡稱"art-mate"，"我們"，"公司"或"我方"），與您（"主辦"，或"您"或"您方"）作為個人、組織或其他實體（以下簡稱"您方"）所締結。art-mate 業務涉及提供預約、門票、會員資格、入場券、確認函等，以允許持票者或購票者（以下簡稱"觀眾"）參加、進入或參與活動（包括串流活動）和其他活動（以下簡稱"活動"）。作為活動組織者，您有權提供對這些活動的訪問。雙方意圖在法律上受約束，特此同意以下條款：

當你"登記成為art-mate會員"即表示您聲明已閱讀並理解本協議、服務條款（"T&C"）和隱私政策，並明確同意受其中的所有條款和條件的約束。本協議具有與書面簽署文件相同的法律效力和強制力。如果您不同意所有條款和條件，我們將可能取消此交易，您將無法訪問art-mate.net 網站（以下簡稱"網站"）和其提供的服務。我們保留出於任何原因並無需事先通知而拒絕提供服務的權利。

1. 我們的服務和責任

根據本協議，art-mate將提供以下服務（"服務"）：

- (i) 在art-mate的網站上（網址為<https://www.art-mate.net>）展示並列出您的活動，包括適用的串流活動；
- (ii) 接受並處理關於您的活動的在線訂單，代表您處理所有信用卡和其他支付方式的付款，並提供內部門票及免費報名活動門票的管理服務；
- (iii) 向您提供有關我們的每張門票的費用和收費的銷售報告。

2. 費用、收費和支付方式

2.1 概述

在使用本服務時，art-mate會收取每張門票的行政費（admin fee）。如為收費活動，art-mate還會收取付款處理費（payment fee），用於通過網關（gateway）處理門票銷售，詳細內容請參閱下面第2.2節（總稱為"費用"）。我們將根據本協議和我們的價格政策（可在<https://www.art-mate.net/doc/77131> 找到，並納入本協議，該政策可能會定期更改（因此，您應定期查看此鏈接以熟悉我們當前的費用安排）並從您的門票收入中扣除或向您發送所有應收費用的發票。本協議中提及的所有費用和其他款項均以港元支付，或以公司接受的外幣支付，適用於其他國家或地區的活動。

2.2 服務

(A) 網關；付款處理。

付款活動的支付處理將由公司直接進行，並根據門票的折扣面值向主辦收取行政費及付款處理費。(i) 公司將代表您從參與者那裡收取所有的活動門票費用並從傳遞給您的活動門票費用中扣除所有適用的費用；(ii) 公司將直接向您支付所有款項（活動門票費用減去應支付給公司的適用費用，包括任何原因導致的以前的餘額），支付方式可以是您在網站上提供的郵寄地址發送支票或通過您授權的帳戶進行直接存款。您保證並承諾所提供給我們的郵寄地址和/或銀行帳戶信息是準確的，並且您將適時更新此信息以保持其準確性；(iii) 公司將盡商業上合理的努力在對應活動完成的翌月 7個工作天內提交應支付給您的餘額款項，但公司保留隨時保留資金的權利，因為公司擁有絕對自主裁量權，以確保處理和結算所有退款、有爭議的費用、客戶投訴、欺詐指控、信用卡拒付、預期信用卡拒付和其他差異。

(B) 退款

您有責任向參與者傳達您的退款政策。在活動取消或延期的情況下，您的退款政策將被公司的退款政策所取代，如下(B)(ii)節所述。主辦應確保其退款政策與本協議的條款、服務中包含的支付和退款流程以及所有適用的法律、監管和其他政府要求一致。有關退款的所有通信或爭議均在主辦和參與者之間進行，公司對於發出或不發出退款的任何決定不承擔任何責任。

(i) 個別退款。如果參與者希望要求退款，參與者必須向主辦請求退款。如果主辦希望履行請求，主辦可以利用特別退款服務或聯繫公司處理退款。公司將盡商業上合理的努力在主辦授權發出退款後處理已發出和請求發出的退款。除非主辦按照本條款的規定授權發出退款，否則公司無責任提供未經主辦授權的個別退款。此外，除非從主辦那裡收到足夠的退款資金，公司將不會向參與者發出任何退款。

(ii) 取消或重新安排的活動。公司不會向主辦支付任何已取消的活動（或主辦授權退款的活動）的款項。如果活動被取消，將向參與者發出退款。對於這樣的活動，主辦將收到一份應繳款項明細表（如適用），其中包括應支付給公司的所有費用。在支付所有這些費用後，公司將向參與者發出全額退款。如果主辦未能及時向公司提交費用支付，公司將處理已取消的活動的退款，扣除所有適用的費用，主辦隨後將需要直接向參與者退還費用，而公司將不再承擔任何責任或義務。如果活動重新安排，公司將行使其唯一決定權，以確定是否視為取消，因此適用於本節所述的退款政策。

(iii) 不論前述情況，您承認並同意，為了保護自身聲譽和網站的完整性，公司有權（但無義務）以任何理由或無理由隨時強制或提供退款給參與者，包括但不限於以下情況：如果公司根據自己的唯一判斷收到大量（由公司自行決定）的參與者對主辦或相關活動提出投訴，或者公司自行判斷主辦從事任何欺詐活動或作出任何虛假陳述。公司對於強制或提供退款的任何決定，對主辦不承擔任何責任。

(C) 信用卡拒付（CHARGEBACKS）

如果參與者因任何原因對某個活動提起信用卡拒付，該拒付金額將被追回至活動主辦。公司將擁有自行決定的權限，可以採取以下措施：(i) 從該活動主辦的未付餘額中扣除這些費用，無論是對於該特定活動還是該活動主辦通過服務列出的其他任何活動；或(ii) 如果沒有未付餘額，向該活動主辦發送這些費用的發票。如果公司在發票日期後的三十（30）天內未收到該發票的付款，公司保留權利，可以根據公司的自行決定，終止服務，並取消該活動主辦在此提供的所有其他活動。公司對於活動主辦在任何此類終止或取消中遭受的任何損害、索賠或損失概不負責。

您須對公司從支付網關（gateway）收到的與您的活動有關的拒付負責。關於拒付的所有通訊和爭議，由活動主辦和參與者之間進行。根據本協議，“拒付”指的是根據信用卡組織的規則，商家銀行被持卡人或發卡機構收回的金額（例如持卡人爭議、欺詐、交易拒絕、取消活動的退票等）。公司會按情況向支付網關提交購票資料上訴，如發卡行最後判定拒付成立，公司將向您收取每次敗訴拒付費85元費用，以支付支付網關的拒付行政費。

(D) 確認

在收到每位個別參加者的付款或免費活動的報名後，公司會生成確認信息並發出唯一的購買號碼。您同意無條件接受、履行並完成art-mate通過服務確認的所有票務承諾（未退回或作廢），並且在該活動開始前，您有責任核實相關參與者的購買號碼、會員資格狀態和/或任何活動限制。如果我們得知您未能履行我們的票務承諾，我們保留權利，根據我們的自行決定，終止您的帳戶，並不承擔責任或進一步的義務。

2.3 催收費用

如果根據本協議，您未按要求向公司支付應支付的任何金額，除了其他應付金額外，公司有權從您那裡追回其合理的催收費用，包括但不限於催收機構費用、合理的律師費用和法院費用。

3. 活動限制

當您向art-mate提交活動以在我們的網站上列出或播放時，您有責任向我們提供與該活動相關的任何限制。任何需要限制入場的活動，包括但不限於年齡、學校或組織隸屬、硬件或軟件要求或其他特定要求，您必須在提交給我們時明確說明。在將活動提交給我們之前，您有責任確保該限制合法且不違反任何當地法律，以及適用的外國法律。您還有責任確認所有客戶是否可以被允許進場或獲得觀看活動的權限。

4. 進入；保護措施

您理解並同意，出於任何原因，包括但不限於：(i) 設備或通信故障；(ii) 定期維護、修復或我們不時進行的行政審查；或(iii) 超出我們合理控制範圍或我們合理預見範圍之外的原因，例如政府行為或第三方的惡意或犯罪行為，網站可能在某些時候無法訪問或運行。

在本協議有效期內，您已建立並將始終保持並遵守合理的行政、組織、技術和物理控制，以防止網站以任何違反art-mate與購票者之間的適用條款或其他協議的方式被訪問或使用（包括違反其中任何禁止或使用限制，例如禁止複製網站或其任何內容）。一旦您發現任何此類行為或活動，您應立即以書面形式通知我們。除本協議中的其他賠償義務外，您同意賠償、保護並使公司及其關聯公司免於因此類行為或活動而產生的任何索賠、訴訟、要求、損失、責任、成本和費用（包括合理的律師費）。

5. 陳述和保證

您作出以下陳述和保證：(i) 您是該活動的製作人、推廣方、主辦方或經理人；(ii) 您有權力和權利在我們的網站上提供、銷售和履行該活動的門票；(iii) 活動本身以及您向我們提供用於在我們的網站上使用的任何材料或內容，不是（並且不包含、推廣或鏈接到）色情、誹謗、極度冒犯、騷擾、惡意、非法或其他令人反感的內容，也不侵犯或違反（或包含、推廣或鏈接到侵犯或違反）任何個人或實體的權利，包括但不限於版權、商標、商業秘密、專有權、知識產權以及隱私權和/或公眾形象權利；(iv) 該活動及門票的銷售不構成違反任何當地法律。

6. 使用限制

您不得以非法目的使用公司的網站或服務。

您不得通過使用公司的網站或服務提交、播放或以其他方式提供任何誹謗性、不雅、色情、淫穢、其他令人反感或有害的信息或內容，也不得通過使用公司的網站或服務侵犯第三方的合法權利。

您不得從公司的網站或服務中進行數據挖掘或類似的數據收集或提取活動，也不得為除本協議授權範圍內的公司網站或服務使用之外的任何目的創建或編制該內容。

您不得通過使用索引代理、蜘蛛、機器人、網絡爬蟲或其他自動設備或機制來訪問、使用或複製公司的網站或服務的任何部分，包括其中的任何內容。

您不得使用公司的網站或服務發布、傳輸、輸入、上傳或以其他方式提供任何包含病毒、蠕蟲、特洛伊木馬、計時炸彈、取消機器人、惡意軟件、勒索軟件、廣告軟件或其他有害計算機代碼或編程例程的信息或材料，包括那些旨在或可能禁用、損壞、損害、干擾、偷偷攔截或徵用公司的網站或服務或任何計算機、硬件、軟件、系統、數據或網絡的代碼或例程。

您不得從事旨在使公司的網站或服務或相關服務無法運作或增加其使用困難性的活動。

7. 免責聲明

公司的網站和服務以「現狀」、「按現有狀況提供」，且不提供任何形式的任何保證。公司不保證或擔保網站或服務的質量、完整性、及時性或可用性。公司不保證或擔保網站或服務將無中斷或無錯誤，不保證網站或服務中的任何缺陷將得到修正，也不保證網站或服務不含病毒或其他有害條件或組件。

在適用法律允許的最大範圍內，公司明確否認對網站和服務的任何種類的任何保證，包括但不限於可用性、質量、準確性、適銷性、適用於任何用途或目的、與任何標準或用戶要求的兼容性、標題和不侵犯權利的保證，以及任何由法律運作或交易過程或商業習慣引起的保證。公司對內容或用戶通訊的及時性、刪除、錯遞或未能存儲不承擔任何責任。

8. 對於第三方行為的賠償

在適用法律允許的最大範圍內，您同意對公司、其關聯公司及其各自的許可方和供應商（統稱為「公司方」）進行賠償、辯護、釋放和保護，以使其免受以下 (I) 所有第三方對公司方提起的索賠、損失、責任、和解、罰款、處罰、訴訟和法律行動的影響，這些索賠、損失、責任、和解、罰款、處罰、訴訟和法律行動與 (A) 您使用公司網站或公司提供的任何服務有關； (B) 您違反本條款； (C) 您提供的任何內容或反饋； (D) 您違反任何法律或第三方的權利； (E) 任何事件的取消、延期、重新安排或延遲；或 (F) 有關您提供的內容或您輸入公司網站的數據或信息侵犯、盜用或侵犯第三方的知識產權的指控（統稱為「第三方行為」）；以及 (II) 公司方承擔的所有損失、損害、責任、和解、判決和費用（包括支付公司方律師費用和成本），這些損失、損害、責任、和解、判決和費用由公司方承擔、評估或對公司方生效，或由公司方提出，與此類第三方行為有關（統稱為「第三方相關損失」）。

「第三方」包括但不限於公司網站的其他用戶、您的配偶、伴侶、家庭成員、客人、鄰居、室友、租戶和員工，以及任何保險公司。

公司保留對您需要對公司進行賠償的任何事項的獨家辯護和控制權，您同意與我們合作辯護此類索賠。您同意不在未經公司事先書面同意的情況下解決此類索賠。

9. 責任限制

在任何情況下，公司對您或任何其他人因與本協議、網站或服務，或互聯網一般相關的任何事項而引起的間接、附帶、衍生、特殊或懲罰性損害不承擔責任，包括但不限於： (A) 您使用或不恰當使用網站； (B) 網站的任何更改或無法訪問； (C) 任何傳輸或數據的延遲、失敗、未經授權的訪問或更改； (D) 任何傳輸或接收的材料或數據，或未傳輸或接收的材料或數據；和/或 (E) 通過網站訪問的來自第三方的任何數據或材料，無論此類責任是基於合同、侵權或其他方式。

10. 活動的誤導陳述

當您向公司提交活動資料以在網站上張貼時，活動必須準確和真實描述。如果我們發現您對活動做出了誤導陳述，我們將取消該活動，並可能根據本協議向購票者發放退款。如果我們確定您多次從事本段描述的行為，將終止您的帳戶，並根據本協議取消您提交的其他活動，並且公司保留根據法律允許的其他行動或尋求法律允許的額外補救措施。

11. 支援

公司將向您提供技術和其他客戶支援，以協助您解決使用我們網站時可能出現的任何困難。我們會儘力及時提供支援，但不保證能在特定時間內回覆您的查詢。

12. 保密與非揭露

您理解並承認公司擁有有價值的商業機密和機密的、非公開的和專有的信息（統稱為「機密信息」），並承認我們提供的服務涉及向您提供機密信息，包括但不限於：（i）客戶姓名、郵寄地址和其他可以識別個人的信息；（ii）銷售情況；（iii）價格；和（iv）商業策略，而公司的信譽和競爭地位部分依賴於您將這些機密信息保密。您同意盡最大努力保護我們的機密信息並實施安全措施，以保持該機密信息的保密性。除非根據法院命令或我們的事先書面同意，您同意不向任何其他方披露、分發、出售、許可、傳輸或傳播任何機密信息，也不允許或導致任何未經授權的方披露、檢查和/或複製我們準備或擁有的包含機密信息的報告、文件、傳輸或數據。如果根據法律程序要求或要求披露機密信息，您應立即通知我們，以便我們能夠就該法律程序準備回應。

13. 活動宣傳

您應該盡力創建、製作和分發市場營銷和推廣材料，或以其他方式創建市場營銷和推廣活動，其中明確指出門票可在art-mate網站上銷售。

14. 終止

除非本協議的其他地方另有規定，年度會員的協議有效期為"登記成為art-mate會員"當天起的一年，單次會員的協議有效期為"登記成為art-mate會員"之後開始，至單次活動票務活動完結終止。任何一方可以在向其他方提供的七（7）個日曆日的通知期內隨時終止本協議。如果您在向我們提交活動後終止本協議，您的活動將按照本協議的規定取消。

15. 參考

您授予我們有限的、全球範圍內的免版稅許可，用於在任何現有或將來存在的媒體上（包括印刷和互聯網），以廣告或推廣材料的形式使用您的公司或組織名稱、標誌和商標，並授權我們的服務提供商和媒體機構使用。

如中英文版本有任何差異，應以英文版本為準。

(最新更新: 2025-3-15)