

DRT's Merchandise Bundling Agreement

4.22.24

If Client has a current Scope of Services Agreement and Master Service Agreement in place with DRT regarding ticket services, then DRT may, in its discretion, allow Client to advertise products for sale on its website ("Product Bundling"). The terms and conditions set forth herein, along with the provisions of this Scope of Services Agreement and the provisions of the Master Service Agreement, shall govern all aspects of Product Bundling.

I. CLIENT RESPONSIBILITIES AND DRT'S SERVICES

It is the Client's sole responsibility to accurately describe the products they are selling. DRT is not responsible and shall be held harmless for any and all liability resulting from improper descriptions of products. DRT is not a dealer, distributor or reseller of goods, products or merchandise. DRT's sole responsibility is to collect payment and provide Client a platform for it to reach its customers. It is the Client's sole responsibility to ensure satisfactory delivery of products to their customers and to ensure the quality of products is sufficient. The Client bears all costs and risks associated with product returns, refund requests and any customer complaints about products.

As set forth more fully in the Master Service Agreement and the Terms and Conditions on the DRT website, DRT makes no warranties or representations whatsoever related to its Product Bundling services. Client agrees to indemnify and hold DRT harmless for any and all liability it may incur arising from or relating to Product Bundling, including the recovery of any attorney fees and costs related to defending any such matter.

Client will have access to sales data on an order-by-order basis and DRT will retain sales data for at least 12 months and make the same available to Client upon reasonable request. DRT will pass along all customer questions about fulfillment or products to Client seasonably.

II. FEES

For each item sold, an item fee of \$.75 + 5% of the item cost (rounded up to the nearest 5 cents) will be assessed by Dance Recital Ticketing®.

All DRT rates, including its fee schedule, are subject to adjustment without notice. The fees and amounts set out herein are in U.S. Dollars unless otherwise specified herein and are non-negotiable.

It's the Client's sole responsibility to pay applicable sales tax on all items.

III. REPAYMENT TERMS AND REFUNDS

Except as otherwise stated herein, payments will be issued from DRT to the Client on the Thursday after the end of first week of online sales, and then each Thursday thereafter. Online sales week is defined as Monday to Sunday. In no event shall DRT be liable to the customer for any aspect of Product Bundling. In this regard, neither DRT nor dancerecitalticketing.com shall be responsible for refunding or exchanging monies related to Product Bundling, and all service fees collected are nonrefundable. Furthermore, any chargebacks initiated by the Client's customers will be held by DRT until resolution and may incur an additional fee which shall be the sole responsibility of the Client. In the event a customer seeks to hold DRT responsible for any issue related to Product

Bundling, DRT is authorized to withhold any amounts owed to Client until Client resolves the dispute with the customer. If the dispute is not resolved within 10 business days, then DRT may, in its sole discretion, issue a refund to the customer and set-off any amounts owed to the Client against said sum.

IV. PROPRIETARY RIGHTS

Client represents and warrants to DRT that it possesses all rights to documents, forms, and original artwork provided to DRT used on the website and it shall indemnify DRT to the extent DRT shall incur any liability related to any third-party claiming violation of intellectual property rights.