



Fannaan Organiser Terms of Use

Last updated: 16 July 2024

Table of Contents

[Fannaan Organiser Terms of Use](#)

- [1. How to Read Our Terms](#)
- [2. Fannaan Ground Rules](#)
- [3. Registration by Event Organisers](#)
- [4. Prohibited Organisers; Prohibited Events; Prohibited Transactions](#)
- [5. Grant of Nonexclusive License](#)
- [6. Account Security](#)
- [7. Access and Ensuring Acceptable Use](#)
- [8. Fees, Payments and Refunds](#)
- [9. Attendee Terms and Conditions](#)
- [10. Intellectual Property Ownership](#)
- [11. Privacy](#)
- [12. Use of Email Function in Fannaan](#)
- [13. Tax](#)
- [14. Gift Vouchers](#)
- [15. Pre-Release of Funds](#)
- [16. Representations and Warranties](#)
- [17. Termination](#)
- [18. Disclaimer](#)
- [19. Force Majeure](#)
- [20. Limitation of Liability](#)
- [21. Indemnification](#)



[22. Dispute Resolution](#)

[23. Severability](#)

[24. Applicable Law and Relevant Jurisdiction](#)

[25. Licenses and Permits Organisers Must Obtain](#)

[26. Notices](#)

[27. Modifications to the Terms or Websites](#)

[28. Assignment](#)

[29. Entire Agreement](#)

[30. Feedback](#)

[31. Third Party Websites, Linked Accounts, and Third Party Offers](#)

[32. Additional Miscellaneous Provisions](#)

[33. Australian and New Zealand Consumer Law Amendments](#)

[34. Questions](#)

[Host Refund Policy Requirements](#)

[1. Refund Policies and Administration](#)

[2. No Insurance or Guarantee.](#)

You are reading these Event Organiser Terms of Use (Terms) because you are using a Fannaan website, mobile site, app, or another part of our product or service, including software and content (collectively, our Websites) to host events. For easy reference, Fannaan means:

- FANNAAN PTY LTD (ABN 93 683 385 999) in Australia;

We may also refer to Fannaan as Us, Our, or We throughout this document.

The Website Terms of Use are incorporated into these Terms. If you are an Organiser offering events with paid tickets, our [Host Refund Policy Requirements](#), apply to You and are incorporated into these Terms. (Some, but not all, of the terms in those documents are duplicated in these Terms.) Please be on the lookout for additional terms



and conditions displayed with certain uses of our Websites that you may use from time to time as those will also be applicable to you. And, by agreeing to these Terms, you acknowledge you have read the [Website Terms](#) applicable to all Users. We may sometimes provide you with Websites that are not described in these Terms, or customised Websites; unless we have entered into a separate, signed agreement that expressly supersedes these Terms, these Terms will apply to those Websites as well.

Please take time to read through these Terms carefully before enjoying the platform, because once you create a User account/sign up you are going to be legally bound. These Terms help us protect our business.

1. How to Read Our Terms

Here are some extra definitions to help you navigate these Terms with ease:

1. Applicable Laws means all laws or other legal requirements (together, “Law”) of the Relevant Jurisdiction, including without limitation all Laws in any way relating to your use of our Websites.
2. Attendee means a Person that purchases tickets through our Websites.
3. Attendee Terms means the [Terms of Use](#) between Us and people who purchase tickets through our Website.
4. Event means a scheduled and ticketed event created by an Event Organiser and offered through the Fannaan Websites.
5. Event Organiser (also referred to as Organiser) means an event creator using the Websites to create, list, or promote events for Attendees using the Websites.
6. Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including but not limited to rights in respect of, or in connection with patent, copyright (including future copyright and rights in the nature of copyright), trademark, trade name, service mark, service name, brand mark, brand name, logo, domain name, technological innovation, computer software, know how, event listing, customer and supplier information, database, designs and any confidential information, whether or not existing now and



whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions, but not privacy or publicity rights.

7. Organiser Content means any content that an Organiser includes in its event listing shared on the Fannaan Website.
8. Person means any individual, company, trust, entity, partnership, joint venture, association, corporation, body corporate or governmental agency (and people means the same in plural).
9. Personal Information has the meaning given in our Privacy and Cookie Policy;
10. Privacy and Cookie Policy means our [Privacy and Cookie Policy](#) as amended from time to time.
11. Registration Data means data that Organisers provide when signing up for an account on Fannaan, which includes but is not limited to the Organisers' contact details, password, and the email address through which they would like to manage the account.
12. Relevant Jurisdiction means the jurisdiction stipulated as the relevant jurisdiction in Section 24.
13. Sensitive Information has the meaning given in our [Privacy and Cookie Policy](#).
14. Site Content means the material, including without limitation information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, animations, music, sounds, and any other content contained in or delivered via the Websites or otherwise made available by Fannaan in connection with the Websites.
15. Third Party Content means websites, platforms, content, products, and information of other parties including content provided to us by links to sites owned by other parties.
16. User means an individual who visits and may engage with the Websites without purchasing a ticket to an Event; once the User purchases a ticket that User becomes an Attendee; once the User signs up for an Organiser account, that User becomes an Organiser.



17. You, means the person using, browsing or otherwise accessing the Websites.

18. Your Content means any content that you contribute, provide, post, or make available using the Websites.

2. Fannaan Ground Rules

Your use of the Websites constitutes your acknowledgment and acceptance of the following specific requirements and Terms for the Fannaan Websites. You agree that you will not:

1. Use the Websites for any illegal purpose, or in violation of any local, state, national, or international law.
2. Violate or encourage others to violate the rights of third parties, including Intellectual Property Rights.
3. Post, upload, or distribute any Organiser Content that is unlawful, defamatory, libelous, or inaccurate.
4. Interfere in any way with security-related features of the Websites.
5. Interfere with the operation or any User, Attendee, or Organiser's enjoyment of the Website, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other Users, Attendees, or Organisers, or attempting to collect Personal Information about Users, Attendees, Organisers, or third parties without their consent.
6. Access, monitor, extract, or copy any Site Content or information of the Websites using any robot, spider, scraper, or other automated means or any manual process for any purpose without Fannaan's express written permission.
7. Perform any fraudulent activity, including impersonating any Person, claiming false affiliations, accessing the accounts of other Users, Attendees, or Organisers without permission, or falsifying your identity or any information about you, including age or date of birth.
8. Sell or otherwise transfer the access granted herein.



3. Registration by Event Organisers

You can become an Organiser when you create an account by signing up through 'Fannaan.events'. After selecting "Sign Up," Organisers create an account by specifying their contact details, password, and the email address through which they would like to manage the account. After confirming these details, an account is created for the Organiser to begin creating and publishing events. You may browse the Websites without registering for an account. Users other than Organisers may also be required to register for an account to use certain features of the Websites, such as reserving or purchasing a ticket. Your account username may not include the name of another Person with the intent to impersonate that Person, or be offensive, vulgar, or obscene. Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use a User, Attendee, or Organiser's account without their permission. You will immediately notify us in writing if you discover any unauthorised use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account, or deny access to the Websites for any reason.

Additional Registration Information. As part of the creation of a paid event or at any time following such creation, you may be required by Fannaan to provide additional information (beyond the information required to register for the Websites) about yourself, the entity you represent (if any), and the principals/beneficial owners of the entity you represent (if any) (collectively, Additional Registration Data). As an example, the Additional Registration Data may include your current address, doing business as (DBA) names, description of products, website address, bank account or other payment



account information, Tax Identification Numbers, date of birth, passport or drivers license number, country of origin, copies of government identification documents, and other personal information. This information may be used to verify your identity, the validity and/or legality of your transactions, and/or whether you qualify to use the Websites for paid events. You agree to:

- a) provide this information in a timely, accurate and complete manner; and
- b) maintain and promptly update this information in a timely manner to ensure it remains accurate and complete at all times.

Disclosure Authorisation. The Organiser agrees that Fannaan is permitted to share Registration Data (as defined in the Terms), Additional Registration Data, and information relating to your events and transactions on the Websites with third party gateways, payment processors, Organiser acquirers and/or Organiser acquiring banks with which we have relationships (collectively, Payment Processing Partners) and with your bank or other financial institution, in each case to the extent your transactions or events involve such third parties. In addition, you authorise Fannaan to verify your Registration Data and Additional Registration Data and conduct due diligence on you through third parties, including third party credit reporting agencies.

Failure to Provide. We reserve the right to suspend your Fannaan account or to withhold any amounts due to you if we reasonably believe that your Registration Data or Additional Registration Data is inaccurate or if you fail to provide all Registration Data or Additional Registration Data within the timeframes requested.

4. Prohibited Organisers; Prohibited Events; Prohibited Transactions

Prohibited Organisers. By registering for the Websites and accepting these Terms, you represent and warrant that:

- a) You are not located in, and you are not a national or resident of, any country to which Australia or New Zealand have embargoed goods and/or Websites of the same type as the Websites (Restricted Countries);



- b) You are not a person or entity or under the control of or affiliated with a person 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 published by the A.U. Department of Foreign Affairs and Trade.
 - v) Is subject to sanctions in any other country.
- c) You are not listed in the MasterCard MATCH terminated merchant database or Visa terminated merchant file.

If you fall into any of the categories set forth above, as determined by Fannaan in its discretion, you are a Prohibited Organiser.

Prohibited Events. You may not post events to the Websites or engage in activities through the Websites that:

- a) Violate or facilitate the violation of any applicable local, state, provincial, national or other law, rule or regulation.
- b) Take place in Restricted Countries.
- c) Contain any Content (as defined in the Terms) that would violate the Terms.
- d) Are otherwise prohibited under the Terms.

Any event that falls into any of the categories set forth above, as determined by Fannaan in its discretion, is a Prohibited Event.

Prohibited Transactions. You may not use Fannaan to process any of the following transactions and you represent and warrant that you will not submit for processing through the Websites:

- a) Any transaction that is fraudulent or criminal in nature;



- b) Any transaction that would constitute a “restricted transaction” as defined in the Unlawful Gambling Enforcement Act of 2006 or Regulation GG.
- c) Any transaction that would constitute sending money to another party other than for the purchase of bona fide tickets or registrations to, or solicitation of a donation for, events, or sale of items related to such events.
- d) Any transaction that otherwise violates the Terms.

Any transaction that falls into any of the categories set forth above, as determined by Fannaan in its discretion, is a Prohibited Transaction.

Remedies. In the event that Fannaan discovers that you are a Prohibited Organiser, that you have posted a Prohibited Event, and/or that you have attempted to process or processed a Prohibited Transaction, then Fannaan may take any or all of the following actions in its discretion in addition to any and all remedies that Fannaan may have under the law or elsewhere in the Terms:

- a) Suspend or terminate your Fannaan account.
- b) Alter, edit, or remove any Prohibited Event or any portion thereof.
- c) Block, reverse, or refund any or all of your transactions.
- d) Hold any and all funds associated with your account to the extent required by applicable local, state, provincial, national or other law, rule, regulation, judgment, or order.
- e) Refer you, your events, and/or your transactions and information relating to the same (without further notice to you) to applicable law enforcement agencies for further action.

5. Grant of Nonexclusive License

We grant you a limited, non-exclusive, non-transferable, non-sublicensable (except to any Sub-Users that you choose to grant access to via the Websites, as discussed in Section 6 (“Account Security”) and Section 7 (“Access and Ensuring Acceptable Use”), revocable right to use our Websites solely to:



- a) Create event registration, Organiser profile and other webpages to promote, market, manage, track, and collect sales proceeds for an Event. and/or
- b) Browse the Websites and search for, view, register for, or purchase tickets or registrations to an event listed on the Websites. Your use of the Websites must be in compliance with these Terms and in compliance with all Applicable Laws.

Restrictions on Your License. Without limitations on other restrictions, limitations and prohibitions that we impose (in these Terms or elsewhere), you agree you will not directly or indirectly:

- a) Copy, modify, reproduce, translate, localise, port, or otherwise create derivatives of any part of the Websites;
- b) Reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or structure, sequence, and organisation of all or any part of the Websites;
- c) Rent, lease, resell, distribute, use the Websites for other commercial purposes not contemplated, or otherwise exploit the Websites in any unauthorised manner;
- d) Remove or alter any proprietary notices on the Websites; or
- e) Engage in any activity that interferes with or disrupts the Websites.

6. Account Security

You are solely responsible for maintaining the confidentiality and security of your password. For your protection, we recommend you not share your login registration information with anyone else. If you do share login information with anyone, we will consider their activities to have been authorised by you. If you become aware of any unauthorised use of your password, or have any reason to believe that your account is no longer secure, we recommend that you change your password immediately by using the reset password tool.



7. Access and Ensuring Acceptable Use

Your Account with Fannaan. In order to create and manage an event, you must create an account. You agree to follow certain rules when you create an account with Fannaan or use the Websites, including the following:

- a) You must be at least 18 years of age, or the legal age of majority where you reside, to use the Websites.
- b) You must have not previously been suspended or removed from the Websites.
- c) You must register for and use the Websites in compliance with Applicable Laws.
- d) You agree to provide true, accurate, current and complete information about yourself or, if you are using the Websites on behalf of any other Person, for that Person (the Registration Data). You also agree to update this Registration Data if it changes.
- e) If you are using the Websites on behalf of a company or other entity, you represent and warrant that you have the authority to legally bind that entity and grant Fannaan all permissions and licenses provided in these Terms.
- f) You agree to immediately notify Fannaan of any unauthorised use of your password or account or any other breach of security. You are responsible for (and we will hold you responsible for) any activities that occur under your account.
- g) You agree to not use our Websites to collect any Sensitive Information, unless such collection is otherwise permitted by these Terms; Fannaan has consented to such collection in writing; or such collection is necessary to host your event, in which case, you agree to collect no more Sensitive Information than necessary.

8. Fees, Payments and Refunds

Fees Related to Your Event. Creating an account, listing an event and accessing the Websites are free. Fannaan only charges fees when you sell or buy paid tickets to an event.



Fee Rates: Fannaan is all about transparency. For our fee rates, please visit our [Features and Pricing](#) page.

What our fees cover: The fees charged to Attendees may include certain other charges, including without limitation, facility fees, royalties, taxes, processing fees and fulfilment fees. We also reserve the right to pass on any additional costs associated with processing payments with American Express credit cards. Fannaan determines the fees; the Organisers determine who pays those fees and whether the fees will be passed on, included in the ticket price, or whether the fees are added on top of the ticket price. In addition, certain fees are meant, on average, to defray certain costs incurred by Fannaan, but may in some cases include an element of profit and in some cases include an element of loss. Fannaan 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.

Custom Fees: In addition, we reserve the right to recover costs and charges for any additional work or services, including but not limited to any additional costs agreed to between you and Fannaan before service begins. These fees may vary based on individual agreements between Fannaan and certain Organisers.

Payment. The Organiser has sole liability for refunding Attendees in accordance with the “Refunds” section below, whether or not Fannaan provides the refund on behalf of the Organiser to the Attendee.

Third Party Payment Gateway: Payments are processed through [Pin Payments](#). Payments received by the Organiser in their account are subject to the third party’s payment terms. In the event of a refund, the Organiser must contact Us to initiate the



refund which would only include the Organiser's cut of the total price. Our booking fees are non-refundable unless required by Applicable laws.

Confirmations. Upon an order being placed by an Attendee and confirmed through Fannaan, Fannaan generates a confirmation email and issues a unique confirmation number for such Attendee's order. Organiser agrees to unconditionally accept, honour, and fulfil all ticketing, registration, and merchandise commitments that have been confirmed by Fannaan through the Websites. Organiser agrees it is the Organiser's responsibility to verify an Attendee's confirmation number and/or any applicable event restrictions prior to the applicable event.

Refunds. Subject to this "Refunds" section and the [Host Refund Policy Requirements](#), all transactions are between an Organiser and its respective Attendees and Organisers control their own refund policies with respect to ticket costs. Organisers' ticketing and refund policies may be subject to local consumer protection laws, and it is the Organiser's responsibility to ensure compliance with all Applicable Laws. If the Event is cancelled, does not take place or does not occur as initially specified (including, but not limited to, a change in time, date, location, or material changes to the content, performances, or other programming initially specified), then the Organiser must provide a refund to the Attendees of the Event. Any Attendee of this Event may escalate their refund claim to Fannaan. Fannaan reserves the right at its sole discretion to provide a refund on behalf of the Organiser to Attendees of the Event. Fannaan may recover from the Organiser the amount of any refunds that Fannaan provides to Attendees and/or any costs it incurs in connection with Fannaan providing refunds to Attendees.

Fee Refunds. Fannaan's fees, which are for facilitating the original transaction and ancillary services to the transaction, are non-refundable, except when local consumer protection laws or other Applicable Laws require Fannaan fees to be refunded. In the first instance, it is still the responsibility of the Event Organiser to ensure compliance with any such laws and all other Applicable Laws as they are responsible for the Event



to which the transaction relates. However, Fannaan will provide a direct refund of its fees if required by Applicable Laws.

Currencies. Fannaan does not provide currency conversion Websites.

Non-Exclusive Remedies and Collections. If payment for any amounts due to Fannaan is not made by an Organiser or any of its affiliates when due and after receiving a late payment notice from Fannaan, Fannaan reserves the right, in its discretion and without limiting its other rights and remedies, to suspend or terminate Organiser's or any of Organiser's affiliates registration for any Websites provided by Fannaan (including any and all accounts that Organiser or any of Organiser's affiliates may have).

In addition, any such unpaid amounts due and owing to Fannaan or any of its affiliates are subject to collections. Fannaan reserves the right to pursue any late and unpaid amounts due and owing to Fannaan for collections if such amounts are not paid within thirty (30) days after the date of the invoice. In addition, Organiser agrees to promptly and fully reimburse Fannaan upon demand for all out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees and expenses incurred by Fannaan in collecting past due amounts or any other amounts due and owing from Organiser or any of its affiliates under these Terms or any or other applicable agreement for Websites provided by Fannaan. Organisers and any of its affiliates agree that if Fannaan must seek collections for past due amounts and Organiser or any of its affiliates does not respond or pay in full after receiving a collection notice, Fannaan reserves the right to pursue outstanding balances through judicial proceedings, and such actions are expressly excluded from any arbitration provisions set forth in the Terms.

Payment Details. Organisers are solely responsible for nominating a valid bank account for the purpose of receiving the proceeds of ticket sales under this clause. In the event that valid bank account details are not provided, we will attempt to contact the Organiser



through the email address supplied to request that valid bank account details are provided so the proceeds of ticket sales from the Event can be paid. Organisers acknowledge and agree that all proceeds of ticket sales from any Event to which Organisers would otherwise be entitled will be transferred by Fannaan to a charity nominated by us in the event that valid bank account details are not provided within 6 months from the Event date.

To the extent permitted by law, the Organiser releases Fannaan from any claim it may have against Fannaan in connection with the transfer of proceeds of ticket sales in accordance with this clause.

9. Attendee Terms and Conditions

Attendees are subject to separate terms which are [available here](#). To the extent you may wish to include separate terms for your event, you are permitted to do so; however, under no circumstances are Organisers permitted include any additional terms and conditions that may be construed as creating any obligations for Fannaan or imply to Attendees that Fannaan may have any obligations outside of these Terms.

10. Intellectual Property Ownership

Our Intellectual Property and Copyrights. You agree that all Site Content may be protected by copyrights, trademarks, service marks, trade secrets, or other intellectual property and other proprietary rights and laws. Fannaan may own the Site Content or portions of the Site Content may be made available to Fannaan through arrangements with third parties. Site Content included in or made available through the Websites is the exclusive property of Fannaan and is protected by copyright laws. You agree to use the Site Content only for purposes that are permitted by these Terms and any applicable local, state, provincial, national or other law, rule or regulation. Any rights not expressly granted herein are reserved.



Trademarks. The trademarks, service marks, and logos of Fannaan (Fannaan Trademarks) used and displayed in connection with the Websites are registered and unregistered trademarks or service marks of Fannaan. Other company, product, and service names used in connection with the Websites may be trademarks or service marks owned by third parties (Third Party Trademarks, and, collectively with Fannaan Trademarks, Trademarks). The offering of the Websites will not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Websites without the prior written consent of Fannaan specific for each such use. The Trademarks may not be used to disparage Fannaan, any third party or Fannaan's or such third party's products or Websites, or in any manner that may damage any goodwill in the Trademarks. Organisers are encouraged to use our Trademarks when linking to an Event, but Fannaan reserves the right to prohibit such use if the use of the Trademarks violates our Community Guidelines or otherwise dilutes or brings our brand into disrepute. All goodwill generated from the use of any Fannaan Trademark will incur to Fannaan's benefit. Site Content may also be protected by copyrights owned by Fannaan and/or third parties. Please note that if you copy portions of the Websites you are violating these patent rights and copyrights.

Organiser Content.

Non-Infringement. You may not upload or distribute content on Fannaan that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

This includes, but is not limited to, all images, logos, videos, and text uploaded on your event listing. Additionally, you may not do the following on the Fannaan Websites:

- Remove any copyright, trademark or other proprietary rights notice from the Websites or any material displayed by the Websites, or
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion or aspect of the Websites.



License. Fannaan does not make any claim to Organiser Content. However, you are solely responsible for Organiser Content. You hereby grant Fannaan a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Organiser Content, in whole or in part, in any media, for the purpose of operating the Websites (including Fannaan's promotional and marketing Websites, which may include without limitation, promotion of your event on a third party website), and you hereby waive any and all moral right to use the name you submit with Organiser Content. Notwithstanding the foregoing, Fannaan does not claim, and you do not transfer, any ownership rights in any Organiser Content and nothing in these Terms will restrict any rights that you may have to use and exploit Organiser Content outside of the Websites.

Your Representations About Organiser Content. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Organiser Content (a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; (b) complies with all applicable local, state, provincial, national and other laws, rules and regulations; and (c) does not violate these Terms.

Additional Rules About Organiser Content. Organiser Content must be accurate and truthful. Fannaan reserves the right to remove Organiser Content from the Websites if Fannaan believes in its sole discretion that it violates these Terms, or for any other reason. Fannaan may use your name and logo (whether or not you have made it available through the Websites) for the purpose of identifying you as an existing or past customer of Fannaan both on the Websites and in marketing, advertising and promotional materials. We likewise may preserve Organiser Content and account information and may also disclose Organiser Content and account information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) respond to claims that any of



Organiser Content violates the rights of third parties; (c) enforce or administer the Terms, including without limitation, these Terms; and/or (d) protect the rights, property and/or personal safety of Fannaan, its users and/or the public, including fraud prevention. You understand that the technical processing and transmission of the Websites, including Organiser Content, may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

11. Privacy

We know your Personal Information is important to you and it is important to us too. Our Privacy and Cookie Policy is incorporated into these Terms. Our Privacy and Cookie Policy sets out everything you need to know about our commitment to privacy. Check out our [Privacy and Cookie Policy](#).

If you are an Organiser, you represent, warrant, and agree that (a) you will at all times comply with all applicable local, state, provincial, national, and other laws, rules, and regulations with respect to information you collect from (or receive about) Attendees, and (b) you will at all times comply with any applicable policies posted on the Websites with respect to information you collect from (or receive about) Attendees.

12. Use of Email Function in Fannaan

Fannaan may make available to you features and tools that allow you to contact your Attendees, other Users, or third parties via email (the “Email Tools”). If you use Email Tools, you represent and agree that:

- You have the right and authority to send emails to the addresses on your recipient list and such addresses were gathered in accordance with all Applicable Laws, including but not limited to any and all email marketing regulations in the recipient’s country of residence;
- Your emails are sent in full compliance with any [Privacy and Cookie Policy](#) under which the recipient emails were gathered;
- You will use the Email Tools in compliance with all Applicable Laws;



- You will only use the Email Tools to communicate with Attendees about an Event listed on the Websites;
- Your use of the Email Tools and the content of your emails will fully comply with these Terms;
- You will not use false, misleading or deceptive headers or subject lines in emails sent using the Email Tools;
- You will provide an accessible and unconditional unsubscribe link for inclusion in every email where one is required, and you will not send any emails to any recipient who has unsubscribed from your mailing list;
- You will respond immediately and in accordance with instructions to any request sent to you by an Attendee or by Fannaan for modification of such Attendee's email preferences.

If you violate any of these Email Tools rules or if your use of the Email Tools results in bounce rates, complaint rates or unsubscribe requests in excess of industry standards or if your emails cause disruption to the Websites, Fannaan may (without limitation of any other legal or contractual remedies it has) limit or suspend your access to the Email Tools.

13. Tax

You acknowledge and agree that you're fully responsible for assessing your own tax obligations in areas where you're hosting an Event and that Fannaan cannot give you tax advice. We encourage you to consult a tax professional if you're not sure what your tax obligations are.

14. Gift Vouchers

As an Organiser, you may choose to offer Gift Vouchers through the Websites by creating a Gift Voucher page (if the feature is available in your location). Gift Vouchers are redeemable only to Events that you specify. You acknowledge and agree that your offering of Gift Vouchers may be subject to local law and it is your sole responsibility to



maintain full compliance with any such laws. Fannaan can't give Organisers advice on local laws applicable to offering gift vouchers.

15. Pre-Release of Funds

Fannaan does not offer that.

16. Representations and Warranties

In addition to the representations and warranties contained herein, you represent and warrant to us that:

- If you represent an entity, that entity is duly organised, validly existing, and in good standing under the laws of the state, province, or country of its formation
- You, or the entity you represent (if applicable), have all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;
- The entering into and performing of this Agreement by you, or if you represent an entity by the entity you represent, will not result in any breach of, or constitute default under, any applicable local, state, provincial, national, or other law, rule, regulation, judgement, or order, or other agreement to which you or it is a party, including without limitation, any other agreement for the sale of tickets or registrations; and
- If you represent an entity, you have the full right, legal power, and actual authority to bind such entity to the terms and conditions hereof.

Further, you represent, warrant, and acknowledge that you (not we) are solely responsible for ensuring that your events are ticketed correctly, and that only valid tickets are honoured. You understand and agree that Fannaan is not liable for any costs arising from whether a presented ticket is or is not valid, or is or is not honoured, including any tickets procured through, or representing, fraud or deceptive practices.



17. Termination

These Terms apply to you as soon as you become an Organiser and continue in effect until they are terminated. There may come a time where either you or Fannaan decides it's best to part ways, as described below. When that happens, these Terms will generally no longer apply. However, as described below, certain provisions will always remain applicable to both you and Fannaan.

Fannaan may terminate your right to use the Websites at any time (a) if you violate or breach these Terms; (b) if you misuse or abuse the Websites, or use the Websites in a way not intended or permitted by Fannaan; or (c) if allowing you to access and use the Websites would violate any applicable local, state, provincial, national and other laws, rules, and regulations or would expose Fannaan to legal liability. In addition, Fannaan may at any time, and in its sole discretion, choose to stop offering the Websites, or any particular portion of the Websites, or modify or replace any aspect of the Websites, at any time. We will use reasonable efforts to provide you with notice of our termination of your access to the Websites. You acknowledge and agree that Fannaan will not be liable to you or any third-party as a result of its termination of your right to use or otherwise access the Websites.

Except to the extent you have agreed otherwise in a separate written agreement between you and Fannaan, you may terminate your access to the Websites and the general applicability of Terms by deleting your account. If there is a separate agreement between you and Fannaan governing your use of the Websites and that agreement terminates or expires, these Terms (as unmodified by such agreement) will govern your use of the Websites after such termination or expiration.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Websites, except the following sections shall continue to apply: Section 10 ("Intellectual Property Ownership"), Section 17 ("Termination"), Section 18 ("Disclaimer"), Section 20 ("Limitation of Liability"), Section 21 ("Indemnification"), Section 22 ("Dispute Resolution"), Section 23 ("Severability"), Section 25 ("Licenses and



Permits Organisers Must Obtain”), Section 26 (“Notices”), Section 29 (“Entire Agreement”), and Section 32 (“Additional Miscellaneous Provisions”).

18. Disclaimer

We strive to provide our Websites in the way you need them, but there are some things it is important for you to understand that we cannot promise.

To the extent permitted by applicable laws, the Websites are provided on an “as is” and “as available” basis. Fannaan expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose. For example, Fannaan makes no warranty that (a) the Websites (or any portion of the Websites) will meet your requirements or expectations; (b) the Websites will be uninterrupted, timely, secure, or error-free; or (c) the results that may be obtained from the use of the Websites will be accurate or reliable.

Fannaan uses commercially reasonable efforts to ensure that the Websites are available without interruptions and transmissions are error-free. However, by the nature of the Internet, this cannot be guaranteed. In addition, Fannaan may take some or all of the Websites down for planned repair or maintenance from time to time. Fannaan will use commercially reasonable efforts to notify you prior to such planned repairs or maintenance.

You acknowledge that Fannaan has no control over and does not guarantee the quality, safety, accuracy, or legality of any event or Organiser Content associated with an Event, the truth or accuracy of any information provided by Users or Attendees (including Attendees’ personal information shared with Organisers in connection with events), or the ability of any User or Attendee to perform or actually complete a transaction.

Fannaan has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of any third parties whose services Fannaan engages as necessary in order to provide the Websites, that an Organiser chooses to engage in



order to assist with an event, or with whom you otherwise choose to contract when using the Websites.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law.

19. Force Majeure

Fannaan shall not be liable for any failure to and/or delay in performing and/or complying with its obligations to Organisers under these Terms as a result of any Force Majeure Event, which means any of the following: (i) act of God; (ii) health emergency such as a global pandemic; (iii) hostility (whether war is declared or not), civil war, rebellion, revolution, insurrection, act of terrorism, or enemy action; (iv) military or usurped power or confiscation, nationalisation or national, state, and/or local government sanction, regulation, restriction, or emergency (declared or undeclared); (v) riot, crime, or civil commotion; (vi) unavoidable casualty, fire, or earthquake; (vii) interruption or failure of electricity or utilities, electrical utilities, or mechanical difficulty, inability to obtain labour, lack of materials, strike (regardless of the cause), lockout, work stoppage, or other labour disturbance; (viii) adverse weather condition (e.g., rain, snow, lightning, etc.); or (ix) any other cause or condition, whether similar or dissimilar to any of the foregoing, beyond the reasonable control of Fannaan.

20. Limitation of Liability

To the extent permitted by applicable laws, or as otherwise set forth herein, Fannaan and any Person associated with Fannaan's provision of the Websites (e.g., an affiliate, vendor, strategic partner or employee) ("Associated Parties"), will not be liable to you or any third party, for:

- (a) any indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, opportunity costs, intangible losses, or the cost of substitute Websites (even if Fannaan has been advised of the possibility of such damages);



- (b) Organiser Content or Trademarks; or
- (c) any feedback that you give or receive.

The maximum aggregate liability of Fannaan is limited to the following:

- For Organisers of event(s) with paid tickets, the payments collected by the Event Host (net of Fees payable to Fannaan) for the relevant Event(s) in the three (3) month period immediately preceding the circumstances giving rise to the claim, or one thousand U.S. dollars (\$1,000), whichever is less, payable in the currency of the Relevant Jurisdiction.
- For Organisers of free events that are not paying any Fees or additional costs for Fannaan services, Fannaan excludes its liability for all damages or losses.

Nothing in these Terms is intended to exclude or limit any condition, warranty, right, or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by willful acts, negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only those liability and other limitations which are lawful in the Relevant Jurisdiction (if any) will apply to you and our liability shall be limited to the maximum extent permitted by Applicable Laws.

21. Indemnification

You agree to cover Fannaan if You cause (directly or indirectly) Fannaan to be the subject of a legal matter, or to face other claims, losses, or expenses, or as otherwise set out in this section, to the extent permitted by Applicable Laws. You agree to defend, indemnify, and hold harmless Fannaan and each of its respective officers, directors, agents, co-branders, licensors, and other partners and employees, from and against any and all claims, liabilities, damages, losses, and expenses (including attorney and accounting fees and costs), arising out of or in any way connected with:

- (a) Your access to, use of, or alleged use of the Websites;
- (b) Your violation of the Terms or any Applicable Laws;



- (c) Your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right;
- (d) any disputes or issues between You and any third party;
- (e) an Event that does not occur as initially specified, including, but not limited to, a change in time, date, location, or material changes to the content, performances, or other programming as initially specified;
- (f) providing refunds to Attendees under section 8 “Refunds”; or
- (g) any other action You take, including operation, management, or organisation of the Events You list on the Websites.

Fannaan reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with our defense of such claims.

22. Dispute Resolution

General.

Before court proceedings may be commenced, other than for urgent interlocutory relief, the following steps must be taken to attempt to resolve any dispute that arises in connection with these Terms (including any dispute as to the validity, breach or termination of these Terms, or as to any claim in tort, in equity or pursuant to any statute).

Contact Us First.

If you have a question or concern about the Websites

Primary support email: support@fannaan.events

Secondary support email: fannaan.events@gmail.com

Our support team will try to answer your question or resolve your concern.

In the unlikely event that our support team is unable to resolve your concerns within 14 calendar days, either of the parties (you or we) may send the other a written formal dispute notice.

Mediation.



Within 7 calendar days of a formal dispute notice being received, the parties must discuss whether they are willing to refer the dispute to the Resolution Institute for mediation in accordance with the Resolution Institute's Mediation Rules. If the parties agree to engage in mediation, the Resolution Institute may be contacted at:

- Name: Resolution Institute (ACN 008 651 232)
- Address: Suite 602, Level 6 Tower B, Zenith Centre, 821-843 Pacific Hwy, Chatswood NSW 2067
- Email: infoaus@resolution.institute
- Telephone: +61 2 9251 3366

The parties must cooperate with the Resolution Institute as facilitator.

The mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 calendar days of the dispute being referred to the Resolution Institute, by a person appointed by the Chair of Resolution Institute, or the Chair's designated representative.

If the parties do not agree to engage in mediation, or if that mediation is terminated without agreed resolution of the dispute, then either party may begin court proceedings in accordance with Section 24.

This Section 22 will survive termination of these Terms.

23. Severability

It is our belief that these Terms do not contain any provision contrary to law. However, if any part of these Terms is determined to be illegal, invalid, or unenforceable, you agree that: (a) that part shall nevertheless be enforced to the extent permissible in order to effect the intent of these Terms, and (b) the remaining parts shall be deemed valid and enforceable.

24. Applicable Law and Relevant Jurisdiction

Relevant Jurisdiction means Victoria, Australia.



Each party submits to the non-exclusive jurisdiction of the courts of the Relevant Jurisdiction with respect to any proceedings in connection with these Terms and waives any objection it may have to proceedings being heard by such courts including on the grounds that it is an inconvenient forum.

25. Licenses and Permits Organisers Must Obtain

As an Organiser, without limiting the generality of any representations or warranties provided elsewhere in these Terms, you represent and warrant to us that:

- You and your affiliates will obtain, before commencing any sales of any tickets to your Event(s), all applicable licenses, permits, and authorisations required by the Applicable Laws in the Relevant Jurisdiction, including, but not limited to, any state, county, municipal or other local authority's authorisation of the Event, traffic engineering authorisations, fire department inspection reports, authorisation to receive minors (if applicable), health and safety permits, sanitary authorisation (if applicable), and any other potential applicable authorisation (individually and collectively, "Licensure") with respect to Events hosted by you or your affiliates. You acknowledge and agree that you're fully responsible for assessing your own Licensure obligations in areas where you're hosting an Event and that Fannaan cannot give you Licensure advice. We encourage you to consult a legal professional if you're not sure what your Licensure obligations are;
- You and your affiliates will comply, and will ensure that the venues for each Event hosted by you or your affiliates will comply, with all Applicable Laws;
- You and your affiliates will maintain in force throughout the term during which you sell tickets through Fannaan the applicable Licensure for Organiser to promote, produce, sponsor host and sell tickets for all events hosted by you or your affiliates on the Websites;
- Without limiting the generality of any release provided under these Terms, you hereby agree to release Fannaan, and its affiliates and subsidiaries, and each of its and their respective parent companies, subsidiaries, officers, affiliates, representatives, shareholders, contractors, directors, agents, partners and



employees from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, including, without limitation, attorneys' fees, known and unknown, arising out of or in any way connected with your or your affiliates' Licensure, any failure to obtain or maintain any Licensure, or any error in obtaining or maintaining any Licensure; and

- Without limiting your indemnification obligations elsewhere under these Terms, you agree to defend, indemnify and hold Fannaan, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any Claim due to or arising out of your or your affiliates' Licensure, any failure to obtain or maintain any Licensure, or any error in obtaining or maintaining any Licensure. You agree to provide evidence of Licensure and related information prior to offering tickets or registrations for events on the Websites and promptly upon the reasonable request of Fannaan from time to time.

26. Notices

Notices to you may be sent via email or regular mail to the email address associated with your account as an Organiser. We may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on the Websites.

If you wish to contact Fannaan or deliver any notice, you can do so at Fannaan, Attn:

25 Cramer Street, Preston, VIC 3072, Australia or via email to

Primary support email: support@fannaan.events

Secondary support email: fannaan.events@gmail.com



27. Modifications to the Terms or Websites

Fannaan reserves the right to modify these Terms from time to time (collectively, “Modifications”). If we believe the Modifications are material, we will inform you about them by doing one (or more) of the following (a) posting the changes through the Websites; (b) updating the “Updated” date at the top of this page; or (c) sending you an email message about the Modifications. Modifications that are material will be effective thirty (30) days following the “Updated” date or such other date as communicated in any other notice to you. Modifications that are simply addressing new functions we add to the Websites or which do not impose any additional burdens or obligations on you will be effective immediately. You are responsible for reviewing and becoming familiar with any Modifications. Your continued use of the Websites following Modifications constitutes your acceptance of those Modifications and the updated Terms. In certain circumstances, Fannaan may seek a Modification to these Terms that will only apply to you. This type of Modification must be accomplished by way of a written or electronic document signed by you and an authorised officer of Fannaan.

Fannaan is constantly evolving our products and Websites to better meet the needs of our Organisers and Attendees. Because of this, we cannot guarantee the availability of certain product features or functionality. Fannaan reserves the right to modify, replace or discontinue any part of the Websites or the entire Websites at any time and at our sole Discretion.

28. Assignment

We may, without your consent or approval, freely assign these Terms and our rights and obligations under these Terms whether to an affiliate or to another entity in connection with a corporate transaction or otherwise.

29. Entire Agreement

Except as otherwise set forth herein, these Terms constitute the entire agreement between you and Fannaan and govern your use of the Websites, superseding any prior



or contemporaneous agreements, proposals, discussions or communications between you and Fannaan on the subject matter hereof, other than any written agreement for Websites between you and an authorised officer of Fannaan relating to a specified event or events.

30. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Websites (Feedback). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

31. Third Party Websites, Linked Accounts, and Third Party Offers

The Websites may provide, or any Users, Attendees, or Organisers may provide, links to other Internet websites or resources. For example, by using any search functionality or address auto-population tools, you are bound by the Google Maps/Google Earth Additional Terms of Use (including the Google Privacy and Cookie Policy). Because Fannaan has no control over such websites and resources, you acknowledge and agree that Fannaan is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Third Party Content, advertising, offers, products, websites or other materials on or available from such websites or resources, or any damages or losses related thereto, even if such websites or resources are connected with Fannaan partners or third party service providers. For example, if you purchase ticket insurance on Fannaan from a third party, your contractual relationship is with the third party ticket insurance provider, not Fannaan.

32. Additional Miscellaneous Provisions

Our failure to enforce any part of these Terms will not constitute a waiver of our right to later enforce that or any other part of these Terms. No oral waiver, amendment or



modification of these Terms will be effective. If any provision of these Terms is found to be unenforceable, that part will be limited to the minimum extent necessary and the other provisions of these Terms remain in full force and effect. Section titles in these Terms are for convenience and have no legal or contractual effect. No employment, independent contractor, agency, partnership, joint venture or other such relationship is created by these Terms. We may translate these Terms into other languages for your convenience. If there is a conflict between the English version and a translated version, the English version will control.

33. Australian and New Zealand Consumer Law Amendments

If you are located in Australia or New Zealand and are a Consumer under the definition set forth by either the Australian or New Zealand Consumer Law while using the Websites, then the following amendments to the Terms apply to you (as applicable):

- Section 18 (“Disclaimer”) of the Terms is deleted in its entirety and replaced with the following:
 - To the extent permitted by the Australian or New Zealand Consumer Law, Fannaan hereby expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Nothing herein is intended to remove your rights to statutory guarantees provided by the Australian Consumer Laws to the extent such statutory guarantees are applicable.
 - Fannaan does not assume any responsibility for the content, products, services, actions or inactions of any User, Attendee, or third party before, during and/or after an Event. You acknowledge and agree that Fannaan has no control over and does not guarantee the quality, safety or legality of Events for which tickets are offered through the Websites, the truth or accuracy of any Users or Attendees’ content or listings, or the ability of any User to perform or actually complete a transaction and Fannaan is not affiliated with, and has no agency or employment relationship with, any



third party service provider used in conjunction with the Websites, and Fannaan has no responsibility for the acts or omissions of any such third party. However, Fannaan wants its customers to report any such misconduct in connection with the Websites by contacting us.

- The final sentence of Section 20 (“Limitation Of Liability”) of the Terms is replaced with the following:
 - “The foregoing disclaimers shall not apply to the extent prohibited by laws applicable to you, including the Australian or New Zealand Consumer Law, and nothing herein is intended to remove your rights under the Australian or New Zealand Consumer Law, if any. To the extent that Fannaan is required to make certain statutory guarantees under the Australian or New Zealand Consumer Law and is entitled to limit the remedies available to you for breach of such guarantees, Fannaan expressly limits its liability for breach of such non-excludable statutory guarantees to the following remedies:
 - supplying the affected services again; or
 - paying the cost of supplying the services again.

34. Questions

If you have any questions, please get in touch using our email:

Primary support email: support@fannaan.events

Secondary support email: fannaan.events@gmail.com



Host Refund Policy Requirements

Last Updated: 10 April 2025

As a global marketplace of events of all shapes and sizes, Fannaan understands the importance of providing a clean, well-lit platform where attendees of events ("Attendees") have full disclosure of the terms of their purchase and where those terms meet certain minimum requirements. For that reason, Fannaan has created the following requirements governing the refund policies of event hosts of paid events ("Hosts") for which tickets are offered through the Fannaan Websites (the "Refund Policy Requirements"). The rights and obligations contained in these Refund Policy Requirements are in addition to and are incorporated into the Terms of Use ("Terms") by reference, and any term not defined herein will have the meaning provided in the Terms.

1. Refund Policies and Administration

Minimum Requirements.

We understand that refund policies vary depending on the type of event and the Host. Because of that, we provide flexibility for Hosts to post their own policies with respect to their events, so long as they meet the following minimum requirements:

- Refund policies must be posted on the applicable event page;
- "No refund" policies are permissible, but must be clearly identified as such and must otherwise comply with these minimum requirements;
- Refund policies (including "no refund" policies) must provide for a refund or other accommodation through which the Host will "make good" on its obligations to Attendees for failure to provide the advertised goods and services (e.g., event cancellation). If the Host is offering Attendees an event credit or other accommodation through which the Host will "make good" on its obligations to Attendees in lieu of a purchase price refund, then:
 - Such credit or other accommodation must be of equal or greater value to the value of the ticket for the cancelled event; and



- Such value and all terms applicable to such credit or other accommodation (including but not limited to the period in which such credit or other accommodation must be redeemed, if such limitations are permitted by applicable law (as to which the Host bears sole responsibility for compliance) must be clearly communicated to the Attendees.
- Further, in the event that the Host fails for any reason to honour a credit or other accommodation, including without limitation by failing to hold the event(s) for which such credit or other accommodation was redeemed, Fannaan shall be entitled to exercise all rights granted to it under the Terms, including but not limited to the right (but not the obligation) to seek to issue refunds to impacted Attendees(s) and collect such sums directly from the Host to the extent that such refunds can be made by Fannaan;
- Refund policies (including cash or credit refunds) must comply with all applicable local, state, provincial, national and other laws, rules and regulations;
- Refund policies must include specific instructions on how to obtain a refund, including how, when and where to direct a refund request;
- Refund policies may not be changed retroactively or to otherwise affect Attendees' entitlement to relief in connection with purchases made prior to the date of such change and its posting to the applicable event page, unless such changes operate to place impacted Attendees in an equal or better position as they were under the policy in place at the time of purchase. For example, where a Host has posted a policy under which refunds may be obtained if requested in a specified method or time period such Host may not transition to a "No refunds" policy with respect to any purchase already made at the time of such attempted transition. However, where a Host has posted a "No refunds" policy, such Host may transition to a policy that allows for refunds with respect to any purchase already made as of the time of such transition;
- Refund policies must set out a specific time frame within which refund requests will be responded to, which should not exceed five (5) business days for a first response; and



- Refund policies must otherwise be fair and reasonable.

If a refund policy is not posted or does not meet these minimum requirements set forth above, Fannaan may (but has no obligation to) modify such refund policy such that it meets these minimum requirements. Such modification may take the form of prospectively making changes to the Host's posted refund policy on the applicable event page or retroactively applying such changes at the time of a dispute, chargeback and/or refund request.

Refund Process.

Hosts are responsible for managing their own refund processes, and you acknowledge and agree that Fannaan has no obligation to manage or otherwise have any involvement in your refund process. In order to initiate a refund request, Fannaan instructs Attendees to contact the Host directly. If no contact information is listed, Fannaan instructs the Attendees to use the "Contact Host" button on the order confirmation email, event page or such other information posted on the event page. The Host agrees to administer its refund policy in accordance with the terms set forth on the applicable event page and the minimum requirements set forth above. If you have any questions about establishing and managing a refund process, please contact us.

2. No Insurance or Guarantee.

These Refund Policy Requirements are not intended to be and do not constitute an offer to insure the performance of or to guarantee the performance of any Host and are not a guarantee that refunds will be issued in any given situation.