EVENTIVATE
Legal & Policy Library

Organizer Agreement

Version 1.0 · DRAFT · for legal review

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OWNER	Eventivate LLC

Bracketed items (for example [link] or [Terms of Use]) are placeholders to be completed when this document is published. This draft is not legal advice and has no legal effect until approved and published by Eventivate LLC.

Eventivate Organizer Agreement

Version 1.0 (DRAFT) · 2026-11-21 · Effective: to be set at publication

1. This agreement

This Organizer Agreement is a contract between Eventivate LLC ("Eventivate", "we", "us") and the person or organization that publishes an event on Eventivate ("you", "the organizer"). You accept it when you create an organizer account or publish an event. If you accept for an organization, you confirm you have the authority to bind it.

Our [Terms of Use], [Refund Policy] and [Privacy Policy] are part of this agreement. If one of them conflicts with this agreement on a matter between you and us, this agreement controls.

2. What Eventivate provides

- A public page for each event you publish, and tools to manage it in the organizer portal.
- Online registration and ticket sales, including checkout and confirmations to participants.
- Collection of participants' payments on your behalf, and payouts to you (section 6).
- Reports and exports of your registrations.
- Help for participants with registration, payment and their accounts.

We may change and improve the service. We do not promise any number of registrations or sales.

3. Your event and your responsibilities

You are the organizer of your event. Eventivate does not own, run or supervise it. You are responsible for:

- **Accurate information.** The description, date, place, prices, categories, rules and refund terms you publish, and prompt updates when anything changes.
- **Delivering the event** as you described it.
- **Permits and registrations.** Every license, permit, registration, bond and insurance the law requires for your event, including any promoter registration.

- **Safety.** The course, venue, staff and medical support, and compliance with safety rules.
- **Your waiver.** If you want participants to accept a waiver, you provide its text. We show it at registration and record each acceptance. Its content is your responsibility.
- **The law.** All laws that apply to your event, your sales and your messages to participants.
- **Your team and suppliers,** including volunteers and timing providers.

4. What you may list

You may list only events you have the right to organize. A listing must not:

- be unlawful or promote unlawful activity;
- be false or misleading;
- violate anyone's rights, including copyright and trademark rights;
- promote violence, hatred or discrimination;
- involve raffles, gambling or regulated goods, unless the law allows it and we agreed in writing.

We may decline, pause or remove a listing that breaks this agreement or puts participants or Eventivate at risk. We will tell you why.

5. Prices, fees and taxes

- You set the prices of your registrations, tickets and add-ons.
- Participants pay Eventivate's processing fee on top of your prices: 8.5% of the order, including add-ons, plus $1 per registration. The processing fee belongs to Eventivate.
- Eventivate charges you no fee for the service. Any paid extra service would need a separate written agreement.
- We show participants the total, including the processing fee, before they pay.

You are responsible for the taxes on your sales: deciding which apply, registering, filing and paying them. If you ask us to collect a tax at checkout, we collect it on your behalf and include it in your payout. We may ask you for tax information and report your payouts as the law requires.

6. Collecting payments and paying you

Payment agent. You appoint Eventivate as your agent for the limited purpose of collecting participants' payments for your event. A participant's payment to Eventivate counts as payment to you. The participant owes you nothing more for that purchase, whether or not we have paid you yet.

What we pay you. The amounts collected for your event, less:

- the processing fee;
- refunds;
- lost payment disputes and their costs (section 8);
- any other amount you owe us (section 9).

When and how. We send your payout within 10 business days after your event ends, by electronic funds transfer to the account you named. Each payout comes with a statement of registrations, refunds and deductions. We may agree in writing to pay you some or all of it before the event. An advance does not change your duties under section 7.

Holding back. We may delay a payout, or hold part of it for up to 90 days, when we reasonably expect refunds or payment disputes. Examples are a cancelled or postponed event, an unusual number of disputes, or suspected fraud. We will tell you the amount and the reason.

Money we hold for you earns no interest. Tell us within 60 days of a statement if you believe it is wrong.

7. Refunds, cancellations and changes

The Refund Policy applies to every event. You choose your event's refund terms from the options we offer, and we show them to participants. Your terms cannot give participants less than the Refund Policy does.

If you cancel your event, tell us in writing right away. Participants receive a full refund of everything they paid, including the processing fee, within 15 days. You bear that cost:

- Registration amounts are refunded from the money collected for your event. If we already paid you, you return what is needed within 5 business days.
- You reimburse Eventivate for the processing fees we refund.

If you postpone your event or change its date, place or format substantially, tell us in writing right away. Participants may ask for a full refund within 14 days of the announcement, on the same terms as a cancellation.

Other refund requests. You decide them under your event's terms, within 5 business days of our asking. We process the refunds you approve. If you do not answer, we may decide under your terms.

We may refund a participant without your approval when the Refund Policy or the law requires it, or to correct a billing error or fraud. You decide whether to offer transfers and deferrals.

8. Payment disputes

When a participant disputes a charge for your event with a bank or payment provider, we respond on your behalf. You give us the information we ask for within 3 business days. If the dispute is lost, we deduct the disputed amount and the provider's dispute fee from your payout.

9. Amounts you owe us

If refunds, disputes or fees for your event exceed the money we hold for you, you owe us the difference. We may deduct it from a payout for any of your events, or send you an invoice payable within 15 days.

10. Participant information

We give you the registration details and contact information of the participants in your event. This is personal information. You agree to:

- use it only to run your event and to communicate with participants about that event;
- get a participant's own consent before any other use, including marketing for other events or products;
- not sell it, and share it only with suppliers who need it to help run your event and who protect it;
- protect it, and limit access to the people on your team who need it;
- take special care with information about minors;
- delete it when you no longer need it for the event or for records the law requires;

- tell us within 48 hours if you learn of unauthorized access to it or its loss, and cooperate with us;
- help us answer participants' requests about their information.

11. Your account and your team

You decide who on your team has access to the organizer portal. Each person uses their own sign-in, and sign-ins are not shared. You are responsible for what your team does with that access.

Tell us right away when someone should lose access or when you suspect misuse. Keep your contact and payee details up to date.

12. Your content and our name

You give Eventivate a non-exclusive, royalty-free license to use your event's name, logo, descriptions and images to publish and promote your event on Eventivate and in our messages. The license lasts while the event is listed, and afterwards for results and archives. You confirm you have the right to give us this content.

You may say that registration for your event is on Eventivate and link to your event page. Any other use of our name or logo needs our written permission.

13. Results

If you or your timing provider give us results to publish, you are responsible for their accuracy and for corrections. We publish results as supplied. When a participant asks us to remove their name from published results or show initials, we may do so.

14. Your responsibility to us

You will defend Eventivate, its owners and its staff against claims, and cover their losses and costs, including reasonable attorneys' fees, that arise from:

- your event, including injury, loss or damage at it;
- your breach of this agreement or of the law;
- your content;
- your use of participant information;

- taxes on your sales.

This does not apply to the extent Eventivate's own fault caused the claim.

15. Disclaimers and limits on our liability

We provide the service "as is" and "as available". We do not promise it will be uninterrupted or free of errors.

To the extent the law allows:

- Eventivate is not liable for indirect, incidental, special, consequential or punitive damages, or for lost profits or lost revenue.
- Eventivate's total liability for any claim is limited to the processing fees Eventivate earned from your events in the 12 months before the claim.

These limits do not apply to money we collected for your event and owe you under section 6, to our own fraud or intentional misconduct, or to any liability the law does not allow us to limit.

16. Term, suspension and ending

This agreement starts when you accept it. Either of us may end it with 30 days' written notice. For an event already on sale, it keeps applying until the event has taken place, refunds and disputes are settled, and the final payout is made.

We may suspend sales, a listing, your account or a payout right away if you seriously breach this agreement, if we suspect fraud, if your event appears unlikely to take place, or if the law requires it. We will tell you why.

Sections 6 to 10, 14, 15 and 19 stay in effect after this agreement ends.

17. Independent parties

You and Eventivate are independent businesses. This agreement does not make us partners, joint venturers, or employer and employee. Eventivate acts as your agent only to collect payments under section 6. Otherwise neither of us may bind the other.

18. Changes to this agreement

We may update this agreement. For a material change, we will email you at least 30 days before it takes effect. The fee and payout terms in effect when an event went on sale keep applying to that event. If you do not agree with a change, you may end this agreement.

19. Governing law and disputes

The laws of Puerto Rico govern this agreement. If we have a dispute, we will first try to resolve it by talking for 30 days. After that, the courts located in Puerto Rico have exclusive jurisdiction.

20. General terms and contact

- **Whole agreement.** This agreement, the policies in section 1 and any fee terms we both agreed in writing are the whole agreement between us. It replaces any earlier agreement between us for events published after you accept it.
- **If part is invalid.** If a court finds part of this agreement unenforceable, the rest stays in effect.
- **No waiver.** If either of us does not enforce a term, it may still be enforced later.
- **Transfer.** You may not transfer this agreement without our written consent. We may transfer it to a successor of the service.
- **Events beyond control.** Neither of us is liable for a delay or failure caused by events beyond reasonable control, such as a hurricane, an earthquake, a power or network failure, or a government order. This does not change what participants receive under the Refund Policy.
- **Notices.** We send notices to the email address on your organizer account. Send yours to support@eventivate.com.
- **Languages.** This agreement is published in English and Spanish. Each version is a translation of the other and both have the same effect.
- **Contact.** Eventivate LLC · support@eventivate.com · (787) 520-0250 · PO Box 57, Cabo Rojo, PR 00623