

SUPPLEMENTAL LEGAL AGREEMENT

Affiliate & Referral Programme Terms

These terms govern your participation in the VenueOra Affiliate & Referral Programme, including how commissions are earned, how your dashboard works, and how payouts are processed via VenueOra's payment infrastructure.

| COMMISSION MODEL | PAYOUT METHOD | KYC REQUIRED | GOVERNING LAW |
|----------------------------|--------------------------|-----------------------------|-----------------|
| Per-ticket, pence-per-sale | PayFac Internal Transfer | Before any payout is issued | England & Wales |

1

Share Your Link

Your unique referral code is added to VenueOra's onboarding URL.

2

Referral Signs Up

A new business registers using your code — only valid referral codes grant access.

3

Earn Commission

You earn a fixed amount per ticket sold by every customer you have referred.

4

Request Payout

Once KYC-verified, withdraw your balance — paid automatically via our PayFac infrastructure.

Important: These Affiliate & Referral Programme Terms are a Supplemental Agreement to the [VenueOra Platform Terms of Service](#), which are incorporated by reference. All capitalised terms used but not defined herein have the meaning given to them in the main Terms of Service. In the event of a conflict, these Programme Terms shall prevail in respect of affiliate matters specifically.

1 Definitions

"Programme"

The VenueOra Affiliate & Referral Programme, through which Affiliates earn commission by introducing new Customers to the VenueOra Platform.

"Affiliate"

An existing VenueOra Customer who has been assigned an affiliate rate by VenueOra and participates in the Programme by referring prospective Customers using their unique Referral Code.

| | |
|---------------------------------------|---|
| "Referral Code" | A unique, system-generated alphanumeric code (8 characters, uppercase) assigned to each Affiliate, used to identify and attribute referrals. Every VenueOra Customer is automatically issued a Referral Code upon account creation. |
| "Referral Link" | The unique URL incorporating your Referral Code that directs prospective Customers to VenueOra's onboarding portal. The standard format is: <code>https://[onboarding-domain]?ref=[REFERRAL_CODE]</code> |
| "Referred Customer" | A business entity that has successfully registered as an VenueOra Customer through your Referral Link or by entering your Referral Code during the onboarding process, and whose account has been activated by VenueOra. |
| "Commission" | The fixed monetary amount (denominated in pence) credited to your Affiliate Balance for each ticket sold by a Referred Customer through the Platform, calculated at the Affiliate Rate applicable at the time of the sale. |
| "Affiliate Rate" | The per-ticket commission amount (in pence) set by VenueOra and applied to your account, as displayed in your Affiliate Dashboard. This rate is determined by VenueOra at its discretion and may differ between Affiliates. A nil or zero rate means you are not active in the Programme. |
| "Affiliate Balance" | The total net amount of Commission credited to your account and available for withdrawal, after deduction of any previous withdrawals. Displayed in pounds and pence within the Affiliate Dashboard. |
| "Affiliate Dashboard" | The dedicated section of the VenueOra Platform accessible at /affiliate , displaying your real-time Affiliate Balance, transaction history, referral list, earnings statistics, and payout controls. |
| "Withdrawal Request" | A request submitted by you through the Affiliate Dashboard to transfer some or all of your available Affiliate Balance to your registered bank account via the Payment Processor. |
| "Withdrawal Reference" | A unique system-generated reference (format: WD-XXXXXXX) assigned to each Withdrawal Request for tracking and reconciliation purposes. |
| "Introducer" | An Affiliate whose Referral Code was used to bring another Customer onto the Platform, creating a permanent one-to-one introducer relationship in the system. |
| "Minimum Processing Threshold" | The minimum Commission amount (currently 5 pence per transaction event) below which a Commission credit will not be processed. This threshold prevents micro-transaction processing costs from exceeding the value of the credit. |

"KYC Verification"

The identity and business verification process that you must complete and have approved before Withdrawal Requests will be processed. Full KYC Verification is required in accordance with Clause 7 of these Programme Terms.

"Internal Transfer"

A payment transfer executed by the Payment Processor directly from VenueOra's platform account to your registered Payout Account, without VenueOra holding funds at any point in the process.

2.1 Nature of the Programme

The VenueOra Affiliate & Referral Programme is a commercial introducer programme that rewards existing VenueOra Customers for introducing new businesses to the Platform. The Programme operates on a **per-ticket commission model**: you earn a fixed pence-per-ticket amount each time a Referred Customer sells a ticket through the Platform, for as long as that Referred Customer remains active on the Platform.

2.2 Relationship of the Parties

Participation in the Programme does not create any employment, partnership, joint venture, or agency relationship between you and VenueOra. You are an independent introducer. You have no authority to bind VenueOra to any agreement, represent VenueOra's pricing or terms, or make any promises or warranties on VenueOra's behalf.

2.3 VenueOra's Discretion

VenueOra operates the Programme at its absolute discretion. VenueOra may modify, suspend, or terminate the Programme at any time, subject to the notice provisions in Clause 14. VenueOra retains the sole right to determine Affiliate Rates, approve or reject Referred Customers, and decide whether any particular referral qualifies for Commission.

2.4 No Holding of Funds

VenueOra does not hold Affiliate funds. All Commission amounts are tracked within the Platform's accounting ledger and paid out via Internal Transfer through the Payment Processor's infrastructure upon your request. At no point does VenueOra act as a custodian, e-money institution, or payment account provider in its own right in connection with the Programme.

3.1 Who Can Participate

The Programme is open to any existing VenueOra Customer. Every Customer receives a Referral Code automatically upon account creation. However, Commission earnings are only active where VenueOra has assigned a non-zero Affiliate Rate to your account. A Referral Code without an assigned Affiliate Rate allows you to refer customers to the Platform but will not generate Commission credits.

3.2 Affiliate Rate Assignment

Your Affiliate Rate is set by VenueOra's super-administration team and is visible in your Affiliate Dashboard. Rates are denominated in pence per ticket and may be set up to a maximum of £1.00 (100 pence) per ticket. You may request a review of your Affiliate Rate by contacting support@venueora.com, but VenueOra is under no obligation to increase or apply any particular rate.

3.3 Active Platform Account Required

You must maintain an active, non-suspended VenueOra Customer account throughout your participation in the Programme. Commission will not accrue and Withdrawal Requests will not be processed whilst your account is suspended, pending re-verification, or subject to any restriction.

3.4 Prohibition on Self-Referral

Self-referral is strictly prohibited. You may not apply your own Referral Code to your own account. Any attempt to do so will be automatically rejected by the Platform. Commission generated through fraudulent or self-referral activity will be reversed and may result in termination of your Programme participation.

3.5 Single Introducer per Customer

Each Referred Customer may only be linked to one Introducer. The Introducer relationship is set at the point of the Referred Customer's onboarding and is permanent — it cannot be amended after the account is created, regardless of subsequent changes to either party's relationship with VenueOra.

Closed Onboarding: VenueOra's onboarding portal is accessible by invitation only. A valid Referral Code is required to access the sign-up wizard. Any attempt to register without a valid code will be rejected by the Platform.

4.1 Your Referral Code & Link

Your Referral Code is automatically generated when your account is created. It is displayed prominently in your Affiliate Dashboard, alongside your personalised Referral Link. The Referral Link takes the form:

```
https://[onboarding-domain]/refer/[YOUR-CODE]
```

The Platform also provides a public referral landing page at `/refer/[YOUR-CODE]` on the main VenueOra domain. When a visitor clicks your link, their session is tagged with your Referral Code, which is then automatically applied during the sign-up process.

4.2 The Sign-Up Process for Referred Customers

A prospective customer referred by you must:

1. access VenueOra's onboarding portal via your Referral Link or by entering your Referral Code manually at the point of registration;
2. complete the multi-step onboarding wizard, providing accurate business and contact details;
3. accept VenueOra's Platform Terms of Service; and
4. submit their application, which VenueOra will review before activating the account.

The Introducer relationship is established at the point of submission, provided your Referral Code is valid at that time. VenueOra will notify you when a referred account is submitted and activated.

4.3 Attribution & Code Application

Referral attribution is established when your Referral Code is submitted as part of a successful registration. Where a prospective customer accesses the sign-up page via your Referral Link, the code is stored in their session and pre-applied automatically. Where a prospective customer arrives via another channel, they may enter your code manually during onboarding. In both cases, your code must be submitted at the time of registration — retrospective attribution is not possible.

4.4 Late Linking

Where an existing VenueOra Customer has not yet been linked to an Introducer, they may link to your account by entering your Referral Code via the "Link via Referral Code" feature within their own Affiliate Dashboard, subject to VenueOra's approval. A customer who already has an existing Introducer relationship may not be re-linked to a different Introducer.

4.5 Activation Requirement

Commission will only accrue in respect of a Referred Customer once their VenueOra account has been reviewed and activated by VenueOra. Accounts held in pending status do not generate Commission. VenueOra is under no obligation to activate any referred account and may reject applications at its absolute discretion.

5.1 How Commission is Calculated

You earn Commission each time a Referred Customer's End Customer completes a ticket purchase through the Platform. Commission is calculated as follows:

$$\text{Commission} = \text{Number of Tickets in Order} \times \text{Your Affiliate Rate (pence)}$$

For example: if your Affiliate Rate is 10p per ticket and a Referred Customer sells an order of 4 tickets, you earn 40p for that transaction.

5.2 Commission Trigger

Commission is triggered when payment for a ticket basket is confirmed as successful by the Platform's payment infrastructure. Commission is calculated against the total quantity of ticket items within the paid basket. Commission is not earned in respect of:

- free events or zero-value tickets;
- membership fee payments (Commission applies to ticket sales only);
- transactions that are subsequently reversed, refunded, or subject to a chargeback before Commission is processed; or
- any transaction where the Referred Customer's account is suspended or inactive at the time of the sale.

5.3 Minimum Processing Threshold

In order to prevent micro-transaction processing costs from exceeding the Commission value, Commission credits will only be processed where the calculated Commission amount meets or exceeds the Minimum Processing Threshold of **5 pence** per transaction event. Commission amounts below this threshold will be forfeited for that transaction. VenueOra may revise the Minimum Processing Threshold from time to time with reasonable notice.

5.4 Idempotency

The Platform applies idempotency controls to Commission processing. Each ticket basket may generate at most one Commission credit. Where a duplicate processing attempt is detected for the same basket, the second credit will be automatically suppressed. This prevents double-crediting in the event of system retries or processing errors.

5.5 Rate at Time of Transaction

Commission is calculated using the Affiliate Rate applicable at the time the payment is confirmed. If your Affiliate Rate is subsequently changed, the new rate will apply to all future qualifying transactions only. Changes to your Affiliate Rate do not retrospectively affect Commission credits already processed.

5.6 Affiliate Rate Changes

VenueOra reserves the right to increase, decrease, or remove your Affiliate Rate at any time. VenueOra will endeavour to provide you with not less than 14 days' notice of any reduction in your Affiliate Rate via the Platform dashboard or by email. Rate changes do not affect Commission already credited to your Affiliate Balance.

5.7 Clawback of Commission

VenueOra reserves the right to reverse or claw back Commission credits in the following circumstances:

- the underlying transaction was subject to a chargeback, reversal, or full refund;
- the Commission was generated through fraudulent activity, manipulation of the referral system, or breach of these Programme Terms;
- the Referred Customer's account is determined to have been created through misuse of the referral process; or
- VenueOra determines that the Commission was credited in error.

Clawbacks will be applied by deducting the relevant amount from your Affiliate Balance. Where your balance is insufficient to cover a clawback, the shortfall will be recoverable from you as a debt and may be recovered via the Charge Recovery mechanism described in Clause 7.8 of the main Platform Terms of Service.

5.8 No Guaranteed Earnings

VenueOra makes no guarantee as to the level of earnings you may achieve through the Programme. Commission is entirely dependent on the activity of Referred Customers, and VenueOra is not responsible for the commercial performance of any Referred Customer's business.

Your Affiliate Dashboard is available at [/affiliate](#) within the VenueOra Platform and provides real-time visibility of your Programme activity, earnings, and payouts. All monetary amounts are displayed in pounds sterling (£).

6.1 Dashboard Features

The Affiliate Dashboard provides the following features and information:

Available Balance

Your current balance available for withdrawal, displayed prominently in the dashboard header.

Total Earned (Lifetime)

Cumulative Commission earned across all time, regardless of withdrawals.

Total Withdrawn (Lifetime)

The total amount you have withdrawn from the Programme since joining.

Referral Count

The total number of active Referred Customers linked to your account.

Pending Withdrawals

The total value of Withdrawal Requests that have been submitted but not yet processed.

Your Affiliate Rate

The current pence-per-ticket rate applied to your account, as set by VenueOra.

6.2 Referral Link & Code Panel

The dashboard provides a copyable Referral Link and Referral Code for easy sharing. Both can be copied to clipboard with a single click. Where you have been referred to VenueOra by another Affiliate, that relationship is displayed within the panel.

6.3 Referrals List

The **Referrals** section (accessible at [/affiliate/referrals](#)) displays a paginated list of all Referred Customers linked to your account, showing each organisation's name, email address, member count, event count, and the date they joined VenueOra.

6.4 Transaction History

The **Transaction History** section (accessible at </affiliate/transactions>) provides a complete, paginated record of all Programme activity, including:

- **Date & time** of each transaction;
- **Type** — Commission credit or Withdrawal;
- **Description** — human-readable summary of what generated the credit;
- **Referred Customer** — the business whose sale generated the Commission;
- **Tickets sold** — the number of tickets in the qualifying basket;
- **Rate applied** — the Affiliate Rate (pence per ticket) at the time of the transaction;
- **Status** — completed, pending, or rejected; and
- **Amount** — displayed as +£X.XX for credits and -£X.XX for withdrawals.

Transaction history may be filtered by type (all, credits only, or withdrawals only).

6.5 Withdrawal Panel

Where your Affiliate Balance is greater than zero and your KYC Verification is complete and approved, the dashboard displays a Withdrawal Panel enabling you to request a payout of any amount up to and including your full available balance.

6.6 Accuracy of Dashboard Data

VenueOra takes reasonable steps to ensure that all data displayed within the Affiliate Dashboard is accurate and up to date. However, VenueOra does not warrant that the dashboard is error-free at all times. You are responsible for reviewing your dashboard regularly and notifying VenueOra promptly of any discrepancy you believe to be incorrect.

No payouts will be processed until your KYC Verification is fully complete and approved. This is a regulatory requirement under the UK's anti-money laundering framework and cannot be waived. Submitting a Withdrawal Request before KYC approval will result in the request remaining in pending status until verification is complete.

7.1 Why KYC is Required

VenueOra's payout infrastructure operates under the regulatory framework of its FCA-authorized Payment Processor. Before any funds can be transferred to you via Internal Transfer, the Payment Processor requires that you have completed full Know Your Customer (KYC) verification. This is a mandatory requirement under the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and cannot be bypassed.

7.2 KYC Verification Steps

KYC Verification is completed through VenueOra's dedicated KYC portal and consists of the following steps:

1

Personal Details

Full legal name, date of birth, nationality, and contact number for the principal representative.

2

Business Type

Declaration of whether you operate as a sole trader or limited company.

3

Business Details

Company name, registration number, registered address, and principal trading address.

4

Shareholders & Beneficial Owners

Details of all persons holding 25% or more ownership or control (limited companies only).

5

Bank Details

Your registered UK bank account name, sort code, and account number — the Payout Account to which withdrawals will be sent.

6

Identity & Business Documents

Certified government-issued photo ID (passport or driving licence), proof of address, and certificate of incorporation (limited companies).

7

Review & Submission

Final review and submission to VenueOra and the Payment Processor for verification.

7.3 KYC Review & Approval

KYC submissions are reviewed by VenueOra and the Payment Processor. The review process typically takes between 1 and 5 Working Days, though complex or incomplete applications may take longer. VenueOra will notify you by email when your KYC Verification has been approved, rejected, or where additional documentation is required.

7.4 Earning During KYC Review

Commission will continue to accrue to your Affiliate Balance during the KYC review period, provided your account is otherwise active and in good standing. You will not be able to submit Withdrawal Requests until approval is confirmed, but your earnings are preserved.

7.5 KYC Rejection

If your KYC application is rejected, VenueOra will inform you of the reason where permitted by applicable law. You may resubmit with corrected or additional documentation. Persistent or fraudulent KYC failures may result in your removal from the Programme and reversal of accrued Commission.

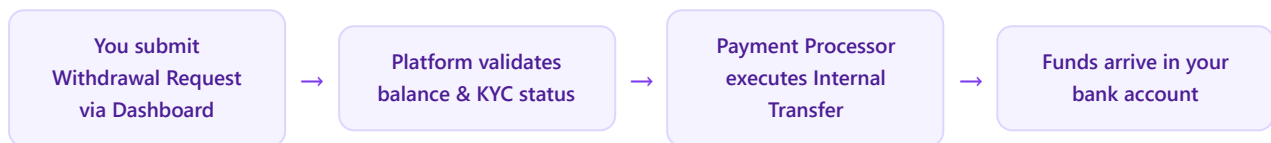
7.6 Ongoing Verification

VenueOra and the Payment Processor reserve the right to carry out periodic re-verification of your identity and business details throughout your participation in the Programme. You must promptly notify VenueOra of any material changes to your business structure, ownership, or regulated status. Failure to maintain up-to-date KYC information may result in suspension of payout processing.

VenueOra never holds your money. All payouts are processed as Internal Transfers directly through the Payment Processor's infrastructure. Funds move from VenueOra's platform account to your registered bank account without VenueOra acting as an intermediary custodian at any point.

8.1 Payout Flow

When you submit a Withdrawal Request, the following sequence occurs:



A unique Withdrawal Reference (format: WD-XXXXXXX) is generated for each request and displayed in your Transaction History for tracking purposes.

8.2 Withdrawal Requirements

A Withdrawal Request will only be accepted and processed where:

- your KYC Verification is fully approved;
- the requested amount does not exceed your available Affiliate Balance;
- the requested amount is greater than zero;
- your VenueOra account is in good standing and not subject to any restriction or suspension; and
- your registered Payout Account is valid and active.

8.3 Partial Withdrawals

You may withdraw any amount up to and including your full available Affiliate Balance. You are not required to withdraw your full balance and may choose to accumulate Commission over time before requesting a payout.

8.4 Payout Timing

Approved Withdrawal Requests are processed by the Payment Processor as Internal Transfers. Once initiated, funds are typically received in your bank account within 1–3 Working Days, subject to the Payment Processor's processing schedules and your bank's clearing times. VenueOra does not control and cannot guarantee the speed of the final bank credit.

8.5 Payout Account

Payouts are sent exclusively to the bank account registered against your KYC-verified profile. You must notify VenueOra promptly if your bank account details change. VenueOra and the Payment Processor are not responsible for payouts sent to an incorrect or outdated account where the error arose from your failure to update your details. Updating your Payout Account may require re-verification.

8.6 Payout Confirmation

Upon submission of a Withdrawal Request, the request will be recorded in your Transaction History with a status of **pending**. Once the Internal Transfer has been successfully initiated by the Payment Processor, the status will update to **completed**. You will receive an email notification when your payout has been processed.

8.7 Currency

All Commission and payouts are denominated in Pounds Sterling (GBP). No currency conversion is offered or available within the Programme.

8.8 Tax Obligations

Commission earnings received through the Programme may constitute taxable income. You are solely responsible for declaring all Commission income to HMRC and paying any applicable income tax, National Insurance contributions, or corporation tax. VenueOra does not provide tax advice and will not withhold tax on your behalf. VenueOra may, where required by applicable law, report Commission payments to HMRC or provide you with a record of payments made.

9.1 Grounds for Withholding Payouts

VenueOra and/or the Payment Processor may delay, withhold, or reverse a Withdrawal Request in the following circumstances:

- KYC Verification is incomplete, pending review, or has been rejected;
- your VenueOra account is suspended, restricted, or under investigation;
- VenueOra suspects fraudulent activity, manipulation of the referral system, or breach of these Programme Terms;
- there are outstanding amounts owed by you to VenueOra, including Platform Fees or chargeback liabilities;
- a clawback is pending against your Affiliate Balance (see Clause 5.7);
- VenueOra receives a legal order, court order, or regulatory direction requiring it to freeze or hold funds; or
- the Payment Processor is unable to process the Internal Transfer for reasons outside VenueOra's control.

9.2 Notification

Where a Withdrawal Request is withheld, VenueOra will endeavour to notify you via the Platform dashboard and by email, explaining the reason to the extent permitted by applicable law and the nature of the restriction.

9.3 Expiry of Balances

Affiliate Balances that remain unclaimed for a continuous period of **24 months** following the last Commission credit or withdrawal activity may be treated as dormant. VenueOra will contact you at your registered email address before treating a balance as dormant. VenueOra reserves the right to expire dormant balances in accordance with applicable law after providing reasonable notice. This Clause does not affect any balance that remains the subject of an active Withdrawal Request.

10.1 Honest & Accurate Promotion

You must only promote VenueOra and the Platform in a manner that is truthful, accurate, and not misleading. You must not:

- make representations about VenueOra's features, pricing, or capabilities that are inaccurate or that VenueOra has not authorised you to make;
- promise prospective customers outcomes (including earnings or specific platform performance) that VenueOra cannot guarantee;
- present yourself as an employee, representative, or spokesperson of VenueOra;
- use VenueOra's trade marks, branding, or marketing materials in any way that implies endorsement beyond your role as a referral partner; or
- engage in spam, unsolicited messaging, or any form of promotion that violates the Privacy and Electronic Communications Regulations 2003 or any applicable marketing law.

10.2 No Paid Advertising

You may not use paid search advertising (including Google Ads, Bing Ads, or any equivalent) that targets VenueOra's brand terms, product names, or trademarks without VenueOra's prior written consent. You may not create landing pages or websites that could be mistaken for official VenueOra properties.

10.3 Prohibited Referral Methods

The following referral methods are strictly prohibited and will result in immediate Programme termination and reversal of any Commission generated:

- self-referral or creation of fictitious accounts to generate fraudulent Commission;
- incentivising referrals through cash payments, discounts, or other arrangements that are not disclosed to VenueOra;
- referring businesses that you know to be ineligible for the Platform, engaged in prohibited activities, or likely to generate chargebacks;
- using bots, scripts, or automated tools to generate referral activity; or
- any other method designed to manipulate, inflate, or misrepresent Programme metrics.

10.4 Compliance with Laws

You must comply with all applicable laws and regulations in connection with your participation in the Programme, including data protection law (UK GDPR, DPA 2018), consumer protection regulations, and advertising standards rules. You are solely responsible for ensuring that your referral and promotional activities are lawful.

11.1 VenueOra Branding

VenueOra grants you a limited, non-exclusive, revocable licence to use VenueOra's name, logo, and approved marketing materials solely for the purpose of promoting the VenueOra Platform through the Programme and in accordance with any brand guidelines VenueOra makes available to you. This licence does not extend to modification of VenueOra's branding, creation of derivative works, or use of VenueOra's branding in any context other than legitimate Programme promotion.

11.2 Revocation

VenueOra may revoke the branding licence granted in Clause 11.1 at any time, including upon termination of your Programme participation. Upon revocation, you must immediately cease all use of VenueOra's trade marks and remove any VenueOra branding from your promotional materials and websites.

12.1 Data Collected

In connection with the Programme, VenueOra processes personal data relating to you, including your name, contact details, business information, bank account details, and KYC documentation. This data is processed in accordance with VenueOra's Privacy Policy and the main Platform Terms of Service (including the Data Processing Agreement at Clause 16 thereof).

12.2 Referred Customer Data

Your Affiliate Dashboard displays limited information about Referred Customers (including their organisation name, email address, member count, event count, and join date). This information is provided to you solely to enable you to understand the scope of your referral activity. You must not use this data for any purpose other than tracking your Programme participation, and must handle it in accordance with UK GDPR obligations applicable to you.

12.3 KYC Document Security

KYC documents submitted by you are stored in encrypted, access-controlled storage and shared with the Payment Processor solely for the purpose of identity verification. They are not shared with any third party for any other purpose.

13.1 VenueOra's Liability

To the maximum extent permitted by applicable law, VenueOra's total aggregate liability to you in connection with the Programme (whether in contract, tort, breach of statutory duty, or otherwise) shall not exceed the total Commission earned by you in the **three (3) month period immediately preceding the event giving rise to the claim.**

13.2 Excluded Losses

VenueOra shall not be liable for any loss of Commission arising from:

- the failure of a Referred Customer to generate ticket sales;
- VenueOra's decision to reject, suspend, or terminate a Referred Customer's account;
- changes to the Affiliate Rate;
- modification or termination of the Programme;
- delays in payout processing caused by the Payment Processor or banking systems; or
- any indirect, consequential, or speculative loss of earnings.

13.3 Statutory Exceptions

Nothing in these Programme Terms limits VenueOra's liability for death or personal injury caused by VenueOra's negligence, fraud or fraudulent misrepresentation, or any other matter that cannot lawfully be excluded under English law.

14.1 Termination by You

You may withdraw from the Programme at any time by contacting support@venueora.com. Upon withdrawal, no further Commission will accrue. Any Affiliate Balance remaining at the date of withdrawal will remain payable to you, subject to completion of KYC Verification and the absence of any outstanding clawbacks or restrictions.

14.2 Termination by VenueOra

VenueOra may suspend your participation in the Programme or terminate these Programme Terms with immediate effect in the following circumstances:

- you breach any provision of these Programme Terms or the main Platform Terms of Service;
- VenueOra discovers fraudulent, manipulative, or dishonest referral activity;
- you fail to maintain a valid and active VenueOra Customer account;
- your KYC Verification is permanently rejected or revoked; or
- VenueOra decides to discontinue the Programme entirely.

14.3 Programme Discontinuation

VenueOra reserves the right to discontinue the Programme entirely at any time by providing you with not less than **30 days' written notice**. In such event, Commission will continue to accrue during the notice period, and your remaining Affiliate Balance will be paid out following the expiry of the notice period, subject to completion of KYC Verification.

14.4 Effect of Termination

Upon termination of your Programme participation (for any reason):

- no further Commission will accrue in respect of your Referred Customers' activity;
- the Introducer relationship between you and your Referred Customers will remain recorded in the system but will no longer generate earnings;
- you must immediately cease using VenueOra's branding and Referral Link in any promotional materials;
- any outstanding Affiliate Balance will remain payable to you unless subject to a clawback or legal restriction; and
- Clauses 5.7 (Clawback), 10 (Conduct), 12 (Data), 13 (Liability), 15, and 16 shall survive termination.

15.1 Amendments

VenueOra may amend these Programme Terms at any time by providing not less than 14 days' written notice (or 30 days' notice for material changes). Amendments will be communicated via the Platform dashboard and/or by email. Your continued participation in the Programme following the effective date of any amendment constitutes acceptance of the revised terms.

15.2 Incorporation of Main Terms

These Programme Terms are supplemental to and should be read alongside the VenueOra Platform Terms of Service. Definitions and provisions of the main Terms of Service apply to these Programme Terms except where expressly modified herein.

15.3 Entire Agreement

These Programme Terms, together with the main Platform Terms of Service, constitute the entire agreement between the parties with respect to your participation in the Programme and supersede all prior communications, representations, or agreements relating to the Programme.

15.4 Severability

If any provision of these Programme Terms is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

15.5 No Waiver

Failure or delay by VenueOra to exercise any right under these Programme Terms does not constitute a waiver of that right.

15.6 Contact

For queries relating to the Programme, Commission, payouts, or KYC:

Email: support@venueora.com

Platform: venueora.com (<https://venueora.com>)

16.1 Governing Law

These Programme Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of **England and Wales**.

16.2 Jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the courts of **England and Wales** to settle any dispute or claim arising out of or in connection with these Programme Terms.

VenueOra Ticketing Limited | Registered in England and Wales | venueora.com (<https://venueora.com>)

Affiliate & Referral Programme Terms — Effective **10th April 2026** (Version 1.0) | Supplemental to the VenueOra Platform Terms of Service

Payouts processed via FCA-authorized PayFac-as-a-Service infrastructure. VenueOra does not hold funds. | Data processed in accordance with UK GDPR and the Data Protection Act 2018.

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