

LEGAL AGREEMENT — B2B SAAS

VenueOra

Terms of Service

These Terms of Service govern your access to and use of the VenueOra platform, including all modules, payment services, and integrations. Please read them carefully before using the platform.

GOVERNING LAW DATA COMPLIANCE EFFECTIVE DATE
England & Wales UK GDPR & DPA 2018 10th April 2026

Important: By registering for, accessing, or using the VenueOra platform (including completing the KYC onboarding process), you confirm that you have read, understood, and agree to be legally bound by these Terms of Service and any applicable Supplemental Terms. If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity. If you do not agree, you must not use the platform.

1 Definitions

In these Terms of Service, the following terms shall have the meanings set out below:

"VenueOra" / "we" / "us" / "our"	VenueOra Ticketing Limited, a company registered in England and Wales, operating the platform accessible at venueora.com and associated domains.
"Customer" / "you" / "your"	The business entity or individual that has registered for and agreed to use the VenueOra platform, including its authorised representatives and staff users.
"Platform"	The VenueOra SaaS application, including all software, APIs, dashboards, portals, kiosk interfaces, and associated services made available to you under these Terms.
"Module"	A discrete feature set or add-on functionality available within the Platform, including (without limitation) Events & Ticketing, Membership Management, Locker Management, Communications Manager, Kiosk & Payment Terminals, Policy Management, Discount Codes, Affiliate Scheme, and Website Editor.
"Core Services"	The base Platform subscription, including the Membership Management module, which is always enabled and cannot be deactivated.
"Supplemental Terms"	Additional module-specific terms applicable where a Module is enabled, which are incorporated by reference into these Terms.

"Payment Processor"	The FCA-authorised payment institution engaged by VenueOra to provide Payment Facilitation (PayFac-as-a-Service), including payment processing, merchant account management, settlement, and e-money services. VenueOra is authorised by the Payment Processor to onboard and manage merchants on its behalf. The Payment Processor is a separate entity from, and must not be confused with, VenueOra's technology partners identified in Clause 2.5.
"Posso"	Posso Limited (trading as "Posso UK"), a company registered in England and Wales, being VenueOra's hospitality technology partner as described in Clause 2.5(a).
"AllGuard"	AllGuard Payments Limited, a company registered in England and Wales, being VenueOra's technology and integration partner as described in Clause 2.5(b). For the avoidance of doubt, AllGuard is not the Payment Processor and does not provide payment facilitation, merchant account, or settlement services to VenueOra or to you.
"Merchant Payment Account"	A merchant sub-account created on the Payment Processor's platform in your name, enabling you to accept payments, receive payouts, and manage transactions through the VenueOra Platform.
"Payment Services Agreement"	The terms and conditions governing the payment processing services provided to you by or through the Payment Processor, as presented to you within the Platform during onboarding and as amended from time to time.
"KYC"	Know Your Customer — the identity and business verification process required to activate live payment processing through the Platform.
"Transaction"	Any payment processed through the Platform on your behalf, including ticket sales, membership fee payments, and other commercial transactions.
"Processing Fee"	A percentage-based or fixed fee applied to each Transaction, as agreed between VenueOra and you, which VenueOra and/or the Payment Processor deducts from the gross Transaction value prior to settlement.
"Platform Fee"	A fixed monthly or periodic charge invoiced by VenueOra for access to the Platform and/or specific Modules, payable regardless of Transaction volume.
"Payout"	The net proceeds of Transactions, after deduction of Processing Fees, Payment Processor fees, and any applicable reserves, settled to your designated bank account.
"End Customer"	A member, ticket purchaser, or other individual who transacts with you through the Platform.

"Customer Data"	All data, content, and information (including personal data relating to End Customers, members, and staff) that you or your End Customers input into, upload to, or generate through your use of the Platform.
"UK GDPR"	The retained EU law version of the General Data Protection Regulation as it forms part of UK domestic law pursuant to the European Union (Withdrawal) Act 2018, as amended.
"DPA 2018"	The Data Protection Act 2018.
"Authorised Users"	Your employees, contractors, and agents to whom you grant access to the Platform pursuant to these Terms.
"Subscription Term"	The period during which you have a valid subscription to the Platform, commencing on the date of account activation and continuing until terminated in accordance with these Terms.
"Intellectual Property Rights"	All patents, rights to inventions, copyright and related rights, trade marks, business names, domain names, rights in goodwill, rights in designs, database rights, rights to use and protect the confidentiality of confidential information, and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of such rights.
"Prohibited Content"	Content or activities identified in Clause 13 (Acceptable Use) as prohibited on the Platform.
"Dispute"	A chargeback, reversal, claim, or other challenge to a Transaction raised by an End Customer or payment network.
"Working Day"	Any day other than a Saturday, Sunday, or public holiday in England and Wales.

2.1 What VenueOra Provides

VenueOra is a white-label, multi-tenant B2B SaaS platform designed for membership-based organisations, venues, attractions, and event operators across the United Kingdom. The Platform is delivered as a unified commercial environment spanning memberships, ticketing, payments, on-site hardware, smart lockers, and hospitality technology. Subject to your chosen subscription tier, enabled Modules, and (where applicable) Supplemental Terms, VenueOra makes the following capabilities available to you:

- **Memberships & Customer Records** — digital membership onboarding and renewal, tiered memberships and season passes, recurring subscription billing, member profiles, policy management (including WYSIWYG editor and automated member signing), member-facing communications, and loyalty tracking;
- **Events & Ticketing** — event creation, multi-ticket-type sales, group bookings, session-based and timed-entry admissions, pre-order and advance ticket sales, QR-coded tickets with anti-duplication, wristband scanning, Apple Wallet and Google Wallet passes, door and gate check-in, and attendee management;
- **Payments** — integrated card-present and card-not-present payment acceptance, online checkout, Apple Pay and Google Pay, recurring and one-off charges, refunds, settlements, and payouts — delivered through VenueOra's FCA-authorized Payment Processor under a PayFac-as-a-Service model (see Clause 2.3 and Schedule 1);
- **On-Site Hardware** — physical card payment terminals, self-service kiosks, NUC servers, and digital signage, supplied by VenueOra or approved hardware partners under separate hardware arrangements (see Clause 6.3);
- **Smart Lockers (LockVault)** — VenueOra's proprietary self-powered, self-service digital locker system, deployed by VenueOra at your venue or event site on a revenue-share basis with no upfront hardware cost to you. LockVault supports standard storage, device-charging, and XL charging lockers; app- and QR-based access; and integrated payment for End Customers. The Smart Locker service is governed by the Locker Management Module and the additional terms in [Schedule 3 \(Smart Lockers\)](#);
- **Hospitality ePOS (via Posso UK)** — where enabled, VenueOra extends the Platform with an integrated hospitality ePOS suite delivered in partnership with Posso Ltd, covering ePOS terminals, self-order kiosks, kitchen display systems (KDS), digital menu boards, online ordering, and mobile ordering apps. Use of the Posso suite is subject to the applicable hardware arrangements and Supplemental Terms presented at activation, which apply in addition to these Terms;
- **Operational & Growth Modules** — including communications campaigns (email, inbox, templates, and member segments), discount codes (percentage and fixed-value; single or multi-use), affiliate and referral scheme management, a no-code branded website editor, and reporting and analytics dashboards; and
- **Optional Add-on Modules** — additional Modules available through the in-Platform Module Marketplace as set out in Clause 6, subject to their own fees and, where applicable, Supplemental Terms.

VenueOra reserves the right, in accordance with Clauses 5 and 6, to introduce new Modules, vary the scope of existing Modules, and retire Modules from time to time. Any material change that adversely affects core functionality you currently use will be communicated to you in accordance with the change-notice provisions in Clause 7.4. The presence of a capability in this Clause 2.1 does not by itself entitle you to use that capability: activation is always subject to your subscription tier, Module enablement, completion of KYC where required, and any applicable Supplemental Terms.

2.2 B2B Nature

The Platform is provided exclusively for business purposes. It is not intended for, and must not be used by, individuals acting as consumers. By accepting these Terms, you confirm that you are a business customer.

2.3 Payment Facilitation

VenueOra operates a PayFac-as-a-Service model, under which VenueOra is authorised by an FCA-regulated payment institution (the "Payment Processor") to onboard merchants, manage Merchant Payment Accounts on their behalf, and facilitate payment processing. When you accept payments through VenueOra, you are transacting via a Merchant Payment Account managed by VenueOra under the Payment Processor's regulatory umbrella. The Payment Services Agreement governs the payment services element of the Platform and is incorporated into these Terms by reference. In the event of a conflict between these Terms and the Payment Services Agreement in relation to payment processing specifically, the Payment Services Agreement shall prevail to that extent only.

2.4 No Financial Advice

Nothing in the Platform or these Terms constitutes financial, legal, tax, or regulatory advice. You are solely responsible for ensuring your use of the Platform and payment processing complies with applicable laws and regulations.

2.5 Strategic Partnerships & Third-Party Providers

VenueOra delivers its services through its own engineering team and in co-operation with a selected number of third-party providers. This Clause 2.5 identifies the principal strategic partners whose products or services may form part of, or interact with, the Platform made available to you. Each partner is an independent third party, is responsible for its own products, services, pricing, roadmap, security, and regulatory compliance, and (save as expressly agreed in writing) is not an agent, employee, or sub-processor of VenueOra. Where a partner's product is provided to you through the Platform, your use of that product is subject to these Terms and, where applicable, that partner's own terms and conditions as presented at the point of activation.

(a) Posso Limited (trading as "Posso UK") — Hospitality Technology Partner. VenueOra operates a mutual working partnership with Posso Limited ("**Posso**" or "**Posso UK**"), a UK hospitality technology provider. Under that partnership:

- **Hospitality suite extension** — Posso supplies hospitality technology (including ePOS terminals, self-order kiosks, kitchen display systems (KDS), digital menu boards, digital signage, online ordering and mobile app capability, and card payment hardware) which VenueOra makes available to customers who require restaurant, bar, retail, or concessions operations alongside their core ticketing and membership use of the Platform.
- **Reciprocal payments & development** — VenueOra in turn acts as an agreed payment processing and development partner on the Posso platform, providing integrated payments (delivered via VenueOra's PayFac-as-a-Service arrangement under Clause 2.3) and bespoke integration work to the Posso customer network.
- **Contractual structure** — Posso-supplied hardware and software is provided either directly by Posso to you under Posso's own hardware, licensing, or service arrangements, or via VenueOra as an authorised reseller where commercially agreed. Supplemental Terms provided by Posso apply at activation in addition to these Terms and, in the event of a conflict with these Terms in respect of Posso-supplied products specifically, those Supplemental Terms shall prevail to the extent of the conflict.
- **Independence & liability** — Posso remains solely responsible for the performance, warranty, support, and regulatory compliance of Posso-supplied products. VenueOra does not warrant Posso's products beyond the commitments expressly made in these Terms or the relevant Supplemental Terms and accepts no liability for defects, outages, or losses caused by Posso products except to the extent VenueOra is directly at fault.

(b) AllGuard Payments Limited (trading as "AllGuard") — Technology & Integration Partner.

VenueOra maintains a technology and integration partnership with AllGuard Payments Limited ("**AllGuard**"). Under that partnership:

- **Technical integration** — the AllGuard platform and the VenueOra Platform integrate at the application layer through supported APIs, webhooks, and — where configured — shared authentication or single sign-on flows. Where you are a mutual customer, or where your use of VenueOra relies on functionality exposed through the AllGuard integration, data (including configuration, operational events, and — where you enable it — Customer Data) may flow between the two platforms in accordance with the integration options you choose.
- **Scope of partnership** — AllGuard's relationship with VenueOra is limited to technology, product integration, and collaborative development. **AllGuard is not VenueOra's Payment Processor.** AllGuard does not process Transactions, hold End Customer funds, operate Merchant Payment Accounts, provide payment facilitation, or perform any regulated payment-services activity on VenueOra's behalf or on yours. All payment processing delivered through the Platform is performed by the Payment Processor identified in Clause 2.3, which is separately engaged and FCA-authorised.

- **Data protection** — any exchange of personal data between VenueOra and AllGuard that results from the integration is governed by the Data Processing Agreement and the controller/processor allocation described therein. You remain the Data Controller in respect of your own Customer Data, and you are responsible for reviewing the data flows enabled by the integration, obtaining any consents or notifications required of your End Customers, and configuring the integration consistently with your own privacy notices before enabling it.
- **Independence & liability** — AllGuard remains solely responsible for its own products, pricing, roadmap, uptime, security posture, and regulatory compliance. VenueOra does not warrant AllGuard's services beyond the commitments expressly made in these Terms or any separate partner-integration agreement and accepts no liability for defects, outages, or losses caused by AllGuard except to the extent VenueOra is directly at fault.

(c) Other Third-Party Providers. In addition to Posso and AllGuard, VenueOra relies on other third-party service providers — including cloud hosting, email and SMS delivery, analytics, fraud screening, identity verification (KYC/AML), and communications providers — to operate and support the Platform. The identity of such providers and the processing they perform are set out in the Privacy Policy and the Data Processing Agreement and may be updated from time to time in accordance with those documents.

(d) No joint venture. Nothing in this Clause 2.5 creates a partnership in the legal sense, a joint venture, an agency, or an employment relationship between VenueOra and any partner named above, between any partner and you, or between VenueOra and you. Each party acts as an independent contractor in its own name and on its own account.

3.1 Eligibility

To register for and use the Platform, you must:

- be a legally constituted business, charity, or other organisation;
- be located in the United Kingdom or the European Union;
- have full legal capacity and authority to enter into these Terms;
- not be subject to sanctions, enforcement action, or restrictions that would prevent you from using payment services; and
- have obtained a valid referral code via VenueOra's authorised onboarding process.

3.2 Registration

To access the Platform, you must complete the registration process at VenueOra's onboarding domain, providing accurate and complete information about your business, including your business name, registered address, principal contact details, and the nature of your activities. You must promptly notify VenueOra of any changes to this information.

3.3 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You must notify VenueOra immediately at support@venueora.com if you become aware of any unauthorised use of your account.

3.4 Authorised Users

You may grant access to the Platform to Authorised Users within the permissions framework provided by the Platform (including roles such as Owner, Admin, Manager, Staff, Accountant, and Event Manager). You are responsible for all actions taken by your Authorised Users and for ensuring they comply with these Terms.

3.5 Pending Status

Your account will remain in "pending" status following initial registration and until VenueOra reviews and activates your account. VenueOra reserves the right to reject any application at its absolute discretion without liability to you.

4.1 KYC Requirement

Before you may process live payments through the Platform, you must complete the VenueOra KYC verification process. This process is designed to satisfy anti-money laundering (AML), counter-terrorist financing (CTF), and payment network requirements and to facilitate the creation of your Merchant Payment Account.

4.2 KYC Process

The KYC process consists of the following steps, which must be completed in full:

1. **Personal Details** — full name, date of birth, nationality, and contact information for the principal representative;
2. **Business Type** — confirmation of whether you are a sole trader or limited company;
3. **Business Details** — company name, registration number (where applicable), registered address, and principal trading address (auto-populated where available via Companies House API);
4. **Shareholders & Beneficial Owners** — details of all beneficial owners holding 25% or more of the business;
5. **Bank Details** — the bank account to which payouts will be settled;
6. **Documents** — certified copies of identity documents (passport or driving licence), proof of address, and (for limited companies) certificate of incorporation; and
7. **Review & Submission** — final review and submission to VenueOra and the Payment Processor.

4.3 Merchant Payment Account

Upon successful completion of KYC, VenueOra will, on your behalf and as your authorised agent for this purpose, create and configure a Merchant Payment Account in your name with the Payment Processor. By completing KYC, you:

- authorise VenueOra to submit your KYC information and documents to the Payment Processor;
- agree to be bound by the Payment Services Agreement, which will be presented to you within the Platform during onboarding;
- confirm that you have read and accepted the Payment Services Agreement (as gated within the Platform); and
- acknowledge that the Payment Processor may carry out further identity and business verification checks at any time.

4.4 Accuracy of Information

You warrant that all information provided during KYC is accurate, complete, and not misleading. You must promptly notify VenueOra and update your KYC information if any material change occurs, including changes to beneficial ownership, business structure, or regulated status.

4.5 Suspension Pending KYC

VenueOra and/or the Payment Processor may suspend or restrict payment processing if KYC information is incomplete, inaccurate, or requires further verification. VenueOra shall not be liable for any losses arising from a suspension of payment processing pending satisfactory KYC completion.

4.6 Ongoing Due Diligence

VenueOra and the Payment Processor reserve the right to conduct periodic re-verification checks throughout the Subscription Term and to request additional documentation at any time. Your failure to provide requested information within 14 days may result in suspension of payment processing or termination of your account.

5.1 Grant of Licence

Subject to these Terms and payment of all applicable fees, VenueOra grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform during the Subscription Term solely for your internal business operations and in accordance with these Terms.

5.2 Subscription Tiers

The Platform is offered on a subscription basis. The specific features, Modules, and pricing applicable to your subscription shall be as set out in your order form, onboarding agreement, or as displayed within the Platform dashboard at the time of activation, and are subject to change with appropriate notice as set out in Clause 7.

5.3 Subscription Term & Renewal

Your subscription commences on the date your account is activated by VenueOra and continues on a monthly rolling basis unless a fixed-term contract has been agreed in writing. Monthly rolling subscriptions may be terminated by either party on not less than 30 days' written notice. Fixed-term contracts are governed by their specific terms.

5.4 White-Label Branding

The Platform supports white-label branding. You may configure your branded member portals, ticketing pages, and communications within the Platform's Website Editor. VenueOra retains all Intellectual Property Rights in the underlying Platform software, and your branding customisations remain your property.

5.5 Restrictions

You must not:

- sub-license, resell, or otherwise make the Platform available to any third party as a standalone product without VenueOra's prior written consent;
- reverse engineer, decompile, or attempt to extract the source code of the Platform;
- attempt to circumvent any security, access control, or technical limitation of the Platform;
- use the Platform to build a competing product or service; or
- remove or alter any VenueOra proprietary notices or branding within the Platform's administrative interface.

Module Availability: The VenueOra Platform operates on a modular basis. Core Services are always included. Optional Modules may be enabled or disabled via the Platform's Module Marketplace, subject to additional charges and Supplemental Terms where applicable.

MODULE	CATEGORY	STATUS	NOTES
Membership Management	Core	Always Enabled	Cannot be disabled; included in base subscription.
Events & Ticketing	Engagement	Optional	Additional monthly fee may apply. See Supplemental Terms.
Discount Codes	Payments	Optional	Percentage and fixed-value codes; single or multi-use.
Communications Manager	Engagement	Optional	Email campaigns, inbox, member segments, and templates.
Locker Management (LockVault)	Operations	Optional	VenueOra-deployed self-powered smart lockers. Revenue-share model; governed by Schedule 3 .
Kiosk & Payment Terminals	Operations	Optional	Requires compatible payment terminal hardware. Additional fees apply.
Policy Management	Operations	Optional	WYSIWYG policy editor with automated member signing.
Affiliate Scheme	Growth	Optional	Referral tracking and commission management.
Website Editor	Growth	Optional	No-code branded landing page editor.

6.1 Module Contracts

Optional Modules that carry a charge are provided on a monthly rolling contract basis unless a fixed term has been agreed in writing. Each chargeable Module will be itemised separately on your invoice. You may request to disable a chargeable Module at any time, subject to a minimum of 30 days' written notice. Charges already incurred are non-refundable.

6.2 Supplemental Terms

Certain Modules are subject to Supplemental Terms that are incorporated into these Terms by reference when you enable that Module. Where Supplemental Terms are available, they will be presented to you at the point of Module activation. In the event of any conflict between these Terms and the Supplemental Terms in respect of a specific Module, the Supplemental Terms shall prevail to the extent of that conflict.

6.3 Hardware

Physical hardware (including payment terminals, kiosk devices, and NUC servers) may be provided by VenueOra or third-party suppliers under separate hardware agreements. Such hardware is not governed by these Terms unless expressly stated otherwise. **LockVault smart locker units** are deployed and operated by VenueOra on a revenue-share basis and are governed specifically by [Schedule 3 \(Smart Lockers\)](#).

7.1 Platform Fees

VenueOra charges Platform Fees for access to the Platform and enabled Modules. Platform Fees are invoiced monthly in advance (or as otherwise agreed) and are payable within 14 days of the invoice date. VenueOra reserves the right to invoice for Platform Fees at any time, regardless of your Transaction volume. This means that VenueOra may charge the Platform Fee even where you have sold no tickets or collected no membership fees in a given period.

7.2 Processing Fees

In addition to Platform Fees, VenueOra charges Processing Fees on each Transaction processed through the Platform. Processing Fees are deducted automatically from the gross Transaction value at the point of settlement and are not separately invoiced. The applicable Processing Fee rate shall be as agreed between VenueOra and you in your onboarding agreement or as displayed in the Platform dashboard.

7.3 Payment Processor Fees

In addition to VenueOra's Processing Fees, the Payment Processor charges its own transaction processing fees against your Merchant Payment Account. These fees are governed by the Payment Services Agreement. VenueOra has no control over the Payment Processor's fee schedules and is not responsible for those charges.

7.4 Fee Changes

VenueOra reserves the right to vary its Platform Fees and Processing Fees at any time by giving you not less than 30 days' prior written notice. Your continued use of the Platform following the effective date of any fee change constitutes acceptance of the revised fees. If you do not accept a fee change, you may terminate your subscription in accordance with Clause 20 (Termination).

7.5 Late Payment

If you fail to pay any invoice by the due date, VenueOra reserves the right to:

- charge interest on the outstanding sum at a rate of 8% per annum above the Bank of England base rate, accruing daily from the due date until payment is received in full, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998;
- suspend access to the Platform (or specific Modules) until all outstanding amounts are paid; and/or
- terminate your subscription in accordance with Clause 20.

7.6 VAT & Taxes

All fees are stated exclusive of Value Added Tax (VAT) unless expressly stated otherwise. VAT will be charged where applicable at the prevailing rate. You are solely responsible for any other taxes, duties, or levies applicable to your use of the Platform or your business activities.

7.7 Minimum Commitment

Where a minimum monthly Platform Fee has been agreed, that fee is payable in full each month irrespective of actual usage, Transaction volume, or the number of events hosted. This ensures platform availability and operational continuity regardless of seasonal fluctuations in your business.

7.8 Charge Recovery via Transaction Processing

Where any amount becomes due and payable by you to VenueOra under these Terms — including outstanding Platform Fees, Module charges, chargeback liabilities, or any other sums properly owed — VenueOra may, at its discretion, elect to recover those amounts by applying a temporary uplift to the Processing Fee deducted from your future Transactions (a "**Recovery Deduction**"), in addition to or instead of raising a separate invoice.

The following principles govern any Recovery Deduction:

- **Fairness:** VenueOra will apply Recovery Deductions in a manner that ensures you continue to receive a meaningful net Payout from each Transaction. VenueOra will not apply a Recovery Deduction of a magnitude that results in you receiving no net proceeds whatsoever from an individual Transaction, except where the outstanding amount equals or exceeds the net value of that Transaction.
- **Proportionality:** The level of uplift applied will be proportionate to the outstanding balance and your Transaction volume, with the aim of recovering amounts owed over a reasonable period rather than in a single deduction where practicable.
- **Advance Notice:** VenueOra will notify you via the Platform dashboard and by email before applying a Recovery Deduction, identifying the amount owed, the proposed uplift rate, and the anticipated recovery period, except where the outstanding amount arises from a chargeback or fraud reversal that requires immediate recovery.
- **Transparency:** At all times, you will be able to view, via the Platform dashboard:
 - your current outstanding balance owed to VenueOra;
 - the itemised breakdown of charges giving rise to that balance;
 - the Recovery Deduction rate currently applied to your Transactions;
 - a full Transaction payoff history, showing the amount recovered on each Transaction to date; and
 - the projected remaining balance and estimated recovery completion date based on current Transaction volumes.
- **Settlement:** Once the full outstanding balance has been recovered through Recovery Deductions, the Processing Fee will revert automatically to its standard agreed rate. You will receive confirmation when the balance has been cleared in full.

Your acceptance of these Terms constitutes your prior authorisation for VenueOra and the Payment Processor to apply Recovery Deductions in accordance with this Clause 7.8. This mechanism does not limit VenueOra's right to raise a separate invoice or pursue outstanding amounts through any other lawful means in addition to, or instead of, Recovery Deductions.

Regulatory Notice: Payment processing services are delivered through VenueOra's PayFac-as-a-Service infrastructure, powered by an FCA-authorized payment institution operating as an Authorised Payment Institution under the Financial Services and Markets Act 2000, certified as a PCI DSS Level 1 service provider, and compliant with PSD2. VenueOra is authorised by the Payment Processor to onboard and manage merchants on your behalf within this regulatory framework.

8.1 Payment Methods Supported

The Platform supports the following payment methods through our Payment Processor:

- Visa, Mastercard, and American Express credit and debit cards (card-not-present and card-present);
- Apple Pay and Google Pay;
- Physical card terminals (Payment Processor-certified devices); and
- Tokenised stored cards for returning customers.

8.2 Your Responsibilities as Merchant

You acknowledge and agree that, as a merchant using the Platform's payment services:

- you are solely responsible for the goods, services, and events for which you accept payment;
- you maintain the direct relationship with your End Customers and are responsible for resolving complaints, refund requests, and Disputes;
- you must not use the payment services to facilitate illegal transactions or activities;
- you must accurately describe the nature and price of each transaction to End Customers; and
- you must maintain a clear and accessible refund and cancellation policy and communicate it to End Customers.

8.3 American Express — Sponsored Merchant

Where you accept American Express Transactions through the Platform, you are a Sponsored Merchant under the Payment Processor's agreement with American Express. You must: display American Express acceptance marks in all customer communications consistent with brand guidelines; not misrepresent or disparage American Express; and not engage in any activity that could harm the American Express brand. Failure to comply may result in VenueOra being required to cease submitting American Express charges on your behalf.

8.4 Disputes & Chargebacks

You are immediately and fully responsible for all Disputes, refunds, reversals, and fines arising from Transactions processed through your Merchant Payment Account, regardless of the reason. VenueOra may assist you in submitting evidence to contest a Dispute but cannot guarantee a successful outcome. Persistently high Dispute rates (exceeding 1% of Transaction volume) may result in suspension of payment processing.

8.5 Fraud

You are solely responsible for losses arising from fraudulent Transactions, including where fraudulent payment credentials are used to purchase tickets or memberships. VenueOra and the Payment Processor do not insure you against fraud losses. You must implement appropriate fraud controls and monitor your Transactions for suspicious activity.

8.6 PCI DSS Compliance

You must comply with the Payment Card Industry Data Security Standards (PCI-DSS) applicable to your implementation of the Platform's payment services. VenueOra and the Payment Processor provide tools to simplify compliance, but you remain responsible for ensuring your business meets applicable PCI-DSS requirements.

8.7 Platform Fee Extraction

VenueOra's Processing Fee is extracted automatically from each Transaction by the Payment Processor at the point of settlement, prior to the net proceeds being paid out to your Payout Account. You authorise VenueOra and the Payment Processor to deduct this fee from each Transaction.

8.8 Reserves

The Payment Processor may, at its discretion, hold a proportion of your Transaction proceeds in reserve where it determines there is an elevated risk of loss, including due to high Dispute rates, suspected fraud, or business instability. VenueOra shall not be liable for any delay in settlement resulting from a Payment Processor-imposed reserve.

9.1 Payout Schedule

Net Transaction proceeds (after deduction of VenueOra's Processing Fee and the Payment Processor's payment processing fees) are settled to your designated bank account (your "Payout Account") on a **working day plus two (Working+2)** basis. This means that funds cleared on a given Working Day will ordinarily be settled to your Payout Account within two subsequent Working Days. VenueOra aims to facilitate timely settlement but is dependent upon the Payment Processor's settlement processes, and the Working+2 schedule is indicative rather than guaranteed.

9.2 Payout Account Requirements

Your Payout Account must be:

- held in your business name;
- maintained at a financial institution located in the United Kingdom or the European Union; and
- a valid UK sort code and account number or IBAN.

You must update your Payout Account details promptly through the Platform if they change. VenueOra and the Payment Processor are not responsible for failed settlements resulting from incorrect or outdated Payout Account details.

9.3 Withholding of Payouts

VenueOra and/or the Payment Processor may delay or withhold Payouts in the following circumstances:

- pending, anticipated, or excessive Disputes or chargebacks;
- suspected fraud or suspicious transaction activity;
- failure to complete or maintain KYC verification;
- breach of these Terms or the Payment Services Agreement;
- legal process or regulatory requirement; or
- your account being in arrears for Platform Fees.

Where a Payout is withheld, VenueOra or the Payment Processor will endeavour to notify you of the reason and the anticipated timescale for release.

9.4 Dormant Balances

If funds remain unclaimed in your Merchant Payment Account for an extended period, the Payment Processor may treat them as abandoned property in accordance with applicable law and deliver them to the relevant government authority. VenueOra has no control over or liability for this process.

9.5 Direct Debit

Where your Merchant Payment Account has a negative balance (for example, due to refunds exceeding collected funds), you authorise the Payment Processor to debit your Payout Account via Bacs Direct Debit to recover the outstanding amount. The Direct Debit terms (incorporated into the Payment Services Agreement) govern this process. You will receive advance notice of any direct debit in accordance with the Direct Debit Guarantee.

10.1 Your Refund Policy

You are responsible for establishing, publishing, and enforcing your own refund and cancellation policy for tickets, memberships, and other products or services sold through the Platform. Your refund policy must be:

- clearly displayed to End Customers prior to purchase;
- consistent with applicable consumer protection law; and
- promptly administered through the Platform's refund tools.

10.2 Processing Refunds

The Platform provides tools to issue full or partial refunds to End Customers. Refunds will be credited to the original payment method used by the End Customer. Processing Fees are non-refundable by VenueOra where a refund is issued, except where the original Transaction was processed in error by VenueOra.

10.3 Event Cancellations

Where you cancel an event for which tickets have been sold, you are solely responsible for communicating the cancellation to ticket holders and processing any applicable refunds. VenueOra shall have no liability to End Customers for cancelled events and shall not be required to process refunds on your behalf unless you instruct it to do so through the Platform.

10.4 Chargeback Liability

You acknowledge that you bear full financial responsibility for all chargebacks, reversals, and fines imposed by payment networks in connection with your Transactions. VenueOra may deduct chargeback amounts from future Payouts or invoice you separately for amounts not recoverable from Payouts.

11.1 Event Creation & Management

Where you have enabled the Events & Ticketing Module, you may create and manage events, define ticket types, set pricing, configure session-based bookings, and issue digital tickets (including QR-coded PDF tickets, Apple Wallet passes, and Google Wallet passes) to End Customers.

11.2 Your Responsibilities

You are solely responsible for:

- ensuring all event details (dates, times, venues, descriptions, prices) are accurate and up to date;
- obtaining all necessary licences, permits, and consents required to hold your events, including (where applicable) premises licences, entertainment licences, and any adult entertainment authorisations;
- complying with applicable health and safety, capacity, accessibility, and other regulatory requirements for your events;
- ensuring that ticket prices and fees are displayed clearly and inclusively;
- managing ticket allocations and availability to prevent overselling; and
- communicating with ticket holders regarding any changes, updates, or cancellations.

11.3 Ticket Scanning & Check-In

The Platform provides QR code scanning tools for event check-in. You are responsible for operating check-in processes appropriately and for ensuring that only valid ticket holders are admitted. VenueOra is not responsible for any security or access control failures at your events.

11.4 End Customer Ticket Purchases

VenueOra facilitates the sale of your tickets to End Customers as your agent. The contract for the supply of the ticket and the underlying event is between you and the End Customer. VenueOra is not a party to that contract and has no liability to End Customers in respect of it.

11.5 AI-Generated Content

The Platform provides AI-assisted tools for generating event descriptions and images using Google Gemini. You are solely responsible for reviewing, editing, and approving any AI-generated content before publication and for ensuring it is accurate, lawful, and not misleading.

11.6 Pre-Orders & Advance Ticket Sales

Where you sell tickets for future events, you acknowledge that the Payment Processor may, at its discretion, hold or reserve a portion of the Payout pending event completion, in accordance with the Payment Processor's policies on pre-ordered goods and services. You should contact VenueOra if you intend to sell a significant volume of advance tickets.

12.1 Core Service

The Membership Management module is included in all VenueOra subscriptions as a Core Service. It provides tools for managing members throughout their lifecycle, including onboarding, profile management, subscription billing, policy management, and communications.

12.2 Your Responsibilities as Membership Operator

You are solely responsible for:

- verifying the eligibility of applicants for membership to your organisation, including any required age verification, identity checks, or vetting procedures;
- setting and enforcing your own membership rules, codes of conduct, and policies;
- communicating membership terms and conditions clearly to members;
- managing subscription renewals, payment reminders, and outstanding payments in a lawful manner; and
- complying with applicable consumer credit, direct debit, and recurring billing regulations in connection with subscription payments.

12.3 Recurring Billing

The Platform supports recurring membership billing. You must obtain appropriate consent from members for recurring charges in accordance with the Payment Processor's Merchant Initiated Transaction rules and applicable law. You are responsible for maintaining records of member billing authorisations and making them available to VenueOra or the Payment Processor upon request.

12.4 Sensitive Membership Data

You acknowledge that certain venues using the Platform (including adult social clubs) may collect sensitive personal data about members, including data that may constitute special category data under the UK GDPR (such as data revealing sexual orientation or preferences). You are responsible for ensuring that you have a lawful basis for processing such data, including explicit consent where required, and for maintaining appropriate technical and organisational security measures. VenueOra processes such data solely on your instructions as a data processor.

13.1 Permitted Uses

You must use the Platform solely for lawful business purposes consistent with these Terms. The Platform may be used to manage membership-based venues, sell event tickets, process lawful payments, and operate related business functions.

13.2 Prohibited Activities

You must not use the Platform for any unlawful purpose or in any way that harms users, the Platform, or third parties. The following activities are strictly prohibited:

- **Child protection.** You must not create, upload, distribute, or process payments for any content, event, or service involving the sexual exploitation or abuse of minors. This includes any material that would constitute an offence under the Protection of Children Act 1978, the Sexual Offences Act 2003, or equivalent legislation. VenueOra will report suspected child sexual abuse material to the relevant authorities.
- **Illegal activity.** You must not use the Platform to process payments for unlawful goods or services, facilitate money laundering, fraud, or other financial crime (including offences under the Fraud Act 2006 and the Proceeds of Crime Act 2002), or engage in any Restricted Business activities identified in the Payment Services Agreement.
- **Regulatory compliance.** You must not operate events or venues in contravention of applicable licensing, health and safety, or regulatory requirements.
- **Harm to users.** You must not upload or transmit content that is defamatory, harassing, threatening, obscene, or that constitutes hate speech, incites unlawful discrimination, or amounts to malicious communications. You must not knowingly disseminate false or misleading information intended to cause harm or deceive users.
- **Platform security.** You must not introduce malware, viruses, or other malicious code; attempt to gain unauthorised access to the Platform or other customers' data; use automated scripts, bots, or scraping tools without VenueOra's prior written consent; or place a disproportionate or unreasonable load on the Platform's infrastructure.
- **Impersonation.** You must not impersonate any person or entity or misrepresent your affiliation with any person or entity.

13.3 Content Responsibility

You are solely responsible for all content you post, publish, or distribute through the Platform, including event descriptions, membership materials, images, and communications. VenueOra does not review content in advance but reserves the right to remove content that it reasonably believes violates these Terms or applicable law.

13.4 Enforcement

VenueOra reserves the right to suspend or terminate your access to the Platform immediately and without prior notice where it reasonably believes you have committed a material breach of this Acceptable Use Policy. VenueOra shall co-operate with law enforcement authorities and may disclose your information where required to do so by law.

14.1 VenueOra IP

VenueOra and its licensors own all Intellectual Property Rights in and to the Platform, including all software, code, algorithms, APIs, databases, documentation, designs, trade marks, and branding. Nothing in these Terms transfers any ownership of VenueOra's Intellectual Property Rights to you. The licence granted in Clause 5.1 is strictly limited as described.

14.2 Customer IP & Content

You retain all Intellectual Property Rights in and to your own branding, trademarks, logos, and original content that you upload to or create within the Platform. By uploading or submitting content to the Platform, you grant VenueOra a limited, non-exclusive, royalty-free licence to use, store, display, and process that content solely to the extent necessary to provide the Platform services to you.

14.3 Feedback

If you provide VenueOra with feedback, suggestions, or ideas relating to the Platform, VenueOra may use such feedback freely without restriction or any obligation of confidentiality or compensation to you.

14.4 Third-Party IP

The Platform incorporates certain third-party components and services (including payment processing infrastructure, Google Maps, Google Gemini, Apple Wallet, and others) that are subject to their own terms and intellectual property rights. You must comply with all applicable third-party terms when using features powered by those services.

Customer Data Ownership: You own your data. VenueOra does not sell, rent, or disclose your Customer Data to any third party for commercial purposes. Your data is stored and processed securely in accordance with UK GDPR and DPA 2018, and is always available for you to export and retain.

15.1 Ownership of Customer Data

As between VenueOra and you, you own all Customer Data that you or your End Customers input into or generate through the Platform. VenueOra acquires no ownership rights in Customer Data. VenueOra processes Customer Data solely on your instructions, as set out in the Data Processing Agreement in Clause 16.

15.2 No Sale of Data

VenueOra will never sell, rent, share, or otherwise disclose Customer Data to any third party for marketing, advertising, or other commercial purposes. This prohibition is absolute and applies regardless of the commercial arrangement between VenueOra and any third party.

15.3 Third-Party Integrations

The Platform integrates with certain third-party services (including, by way of example, SwingHub, Telegram, Mailgun, Firebase, and AWS S3) to enable specific Platform functionality. Where VenueOra transfers data to such third-party services, it does so solely for the purpose of delivering the Platform's features to you and does not transfer Customer Data for the benefit of the third party. End Customer data never permanently migrates to or is retained by third-party integration partners; it is transmitted solely to enable the specific feature in question.

15.4 Your Role as Data Controller

You are the data controller in respect of all personal data relating to your End Customers, members, and staff that is processed through the Platform. You are responsible for ensuring that you have a lawful basis for processing such data, that your privacy notices are accurate and up to date, and that you meet all obligations placed on data controllers under the UK GDPR and DPA 2018.

15.5 VenueOra's Role as Data Processor

VenueOra acts as a data processor in respect of personal data that you, as data controller, instruct VenueOra to process on your behalf through the Platform. VenueOra shall process such personal data only in accordance with your documented instructions and as described in the Data Processing Agreement at Clause 16.

15.6 Data Retention & Deletion

VenueOra will retain Customer Data for the duration of the Subscription Term and for such period thereafter as is required by applicable law or as agreed between the parties. Upon termination of the Subscription Term, VenueOra will, at your request, provide you with an export of your Customer Data in a machine-readable format, after which VenueOra will delete Customer Data from its systems within 90 days, unless retention is required by applicable law. VenueOra's backups may retain data for up to 30 additional days.

15.7 Data Transfers

VenueOra stores Customer Data on servers located within the United Kingdom and the European Economic Area. Where Customer Data is processed outside the UK or EEA (for example, via AWS infrastructure), VenueOra ensures that appropriate safeguards are in place in accordance with UK GDPR Chapter V, including reliance on UK adequacy regulations or Standard Contractual Clauses as applicable.

15.8 KYC Document Storage

KYC documents are stored securely in an encrypted AWS S3 storage bucket under restricted access controls. Such documents are shared with the Payment Processor solely to the extent required for the KYC and merchant onboarding process and are not shared with any other party.

15.9 Data Breach Notification

In the event of a personal data breach affecting your Customer Data, VenueOra shall notify you without undue delay and, in any event, within 72 hours of becoming aware of the breach, providing such information as is reasonably available to enable you to meet your own notification obligations to the ICO and affected data subjects.

This Clause 16 constitutes the Data Processing Agreement between you (as data controller) and VenueOra (as data processor) for the purposes of Article 28 UK GDPR and applies in respect of all personal data processed by VenueOra on your behalf through the Platform.

16.1 Subject Matter & Duration

VenueOra processes personal data on your behalf for the duration of the Subscription Term, as described in these Terms, for the purpose of providing the Platform services.

16.2 Nature & Purpose of Processing

VenueOra processes personal data to provide the Platform services, including membership management, event ticketing, payment processing, communications, and operational tools, as described in these Terms.

16.3 Types of Personal Data

The categories of personal data processed include: names, contact details, addresses, dates of birth, payment card details (tokenised), transaction records, event attendance records, membership records, policy signing records, identification documents (for KYC), and other data submitted by you or your End Customers through the Platform.

16.4 Categories of Data Subjects

Data subjects include your members, ticket purchasers, event attendees, staff, and other individuals whose personal data you process through the Platform.

16.5 VenueOra's Obligations as Data Processor

VenueOra shall:

- process personal data only on your documented instructions, except where required to do so by applicable law;
- ensure that all personnel with access to personal data are subject to appropriate obligations of confidentiality;
- implement appropriate technical and organisational security measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access;
- assist you, to the extent reasonably practicable, in responding to data subject rights requests, including requests for access, rectification, erasure, portability, restriction, and objection;
- assist you in meeting your obligations under Articles 32 to 36 UK GDPR (security, breach notification, data protection impact assessments, and prior consultation);
- upon termination, delete or return all personal data as described in Clause 15.6; and
- make available to you all information necessary to demonstrate compliance with this Clause 16 and allow for and contribute to reasonable audits.

16.6 Sub-Processors

You hereby provide general authorisation for VenueOra to engage sub-processors to assist in delivering the Platform services. VenueOra's current sub-processors include (without limitation):

SUB-PROCESSOR	PURPOSE	LOCATION
Payment Processor (FCA- authorised)	Payment processing, KYC, merchant account management, settlement	United Kingdom
Amazon Web Services (AWS)	Cloud hosting and file storage (S3, CloudFront)	UK/EEA regions
Mailgun Technologies	Transactional email delivery	EU/USA (SCCs)
Google (Firebase/Gemini)	Push notifications, AI content generation	EU/USA (SCCs)
Sentry	Application error monitoring	EU/USA (SCCs)
TxtSync	SMS notifications	United Kingdom

VenueOra shall notify you of any intended changes to sub-processors (additions or replacements), giving you a reasonable opportunity to object. VenueOra shall impose on all sub-processors data protection obligations equivalent to those in this Clause 16.

17.1 Obligations

Each party (the "Receiving Party") undertakes that it shall keep confidential all information disclosed by the other party (the "Disclosing Party") in connection with these Terms that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent, and shall use the Confidential Information only for the purposes of performing obligations or exercising rights under these Terms.

17.2 Exceptions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available other than through breach of this Clause; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided that the Receiving Party gives the Disclosing Party reasonable advance notice.

Important: Please read this section carefully as it limits VenueOra's liability to you. These limitations are designed to reflect the allocation of risk appropriate to a B2B SaaS service, and have been set at levels reasonable for a small business provider.

18.1 Exclusion of Indirect Loss

To the maximum extent permitted by law, VenueOra shall not be liable to you for any:

- loss of profits, revenue, anticipated savings, or business;
- loss of goodwill, reputation, or opportunity;
- loss or corruption of data;
- wasted management time or expenditure;
- indirect, special, incidental, punitive, or consequential loss; or
- loss arising from third-party claims against you,

whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, even if VenueOra has been advised of the possibility of such loss.

18.2 Cap on Liability

VenueOra's total aggregate liability to you under or in connection with these Terms (whether in contract, tort, breach of statutory duty, or otherwise) in respect of any single event or series of connected events shall not exceed the **total Platform Fees paid or payable by you to VenueOra in the twelve (12) month period immediately preceding the event giving rise to the claim**. For the avoidance of doubt, Processing Fees collected on behalf of VenueOra from Transaction proceeds are not included in this calculation.

18.3 Exclusions from Cap

Nothing in these Terms shall limit or exclude VenueOra's liability for:

- death or personal injury caused by VenueOra's negligence;
- fraud or fraudulent misrepresentation by VenueOra;
- any other matter for which liability cannot lawfully be limited or excluded under English law.

18.4 Payment Provider Liability

VenueOra has no liability for the acts or omissions of the Payment Processor or any other payment network, acquirer, or financial institution. Any claims relating to payment processing, settlement, or chargebacks that arise from the Payment Processor's actions should be pursued under the Payment Services Agreement. VenueOra's liability cap does not include amounts that are the subject of claims against the Payment Processor.

18.5 Third-Party Services

The Platform integrates with third-party services, tools, and APIs. VenueOra makes no warranties as to the availability, accuracy, or performance of such third-party services and shall not be liable for any loss or damage caused by their unavailability or failure.

18.6 Service Availability

VenueOra targets high platform availability but does not guarantee uninterrupted, error-free access to the Platform. VenueOra shall not be liable for interruptions to service caused by scheduled maintenance, events outside VenueOra's reasonable control, or failures of third-party infrastructure (including cloud hosting providers or payment processors).

18.7 Reasonableness

You acknowledge that the limitations of liability set out in this Clause 18 are reasonable and proportionate, having regard to the nature of the Platform as a B2B SaaS service, the fees charged, and the allocation of risk between commercial parties.

19.1 Your Indemnity

You shall indemnify, defend, and hold harmless VenueOra and its officers, directors, employees, agents, and contractors (each an "VenueOra Party") from and against any and all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- your breach of these Terms;
- your use of the Platform in a manner not permitted by these Terms or applicable law;
- any claim brought by an End Customer or third party in connection with your events, memberships, products, or services;
- any chargebacks, fines, or penalties imposed on VenueOra or the Payment Processor as a result of your Transactions;
- your breach of data protection laws in connection with Customer Data; or
- your infringement of any third party's Intellectual Property Rights through content you submit to the Platform.

20.1 Termination by You

You may terminate your subscription at any time by giving VenueOra not less than 30 days' written notice (or such longer period as applies to any fixed-term Module or contract). Termination shall take effect at the end of the applicable notice period, and you shall remain liable for all Platform Fees accrued up to and including the termination date.

20.2 Termination by VenueOra for Convenience

VenueOra may terminate these Terms and your access to the Platform at any time by giving you not less than 30 days' written notice. In such circumstances, VenueOra shall refund any prepaid Platform Fees in respect of the period following the termination date on a pro-rata basis.

20.3 Termination for Cause

VenueOra may terminate these Terms immediately and without notice in the following circumstances:

- you commit a material breach of these Terms that is incapable of remedy, or that you fail to remedy within 14 days of written notice;
- you fail to pay any invoice within 14 days of the due date following a written reminder;
- you become insolvent, enter into administration, liquidation, or any analogous insolvency proceeding;
- VenueOra is required to terminate by applicable law, regulatory authority, or the Payment Processor;
- your use of the Platform creates a legal, regulatory, or reputational risk to VenueOra; or
- you provide materially false information during KYC or registration.

20.4 Effects of Termination

Upon termination (for any reason):

- your licence to use the Platform shall immediately cease;
- all pending Transactions will be completed or cancelled in accordance with the Payment Processor's settlement process;
- you must immediately cease accepting new payments through the Platform;
- VenueOra will provide you with a data export of your Customer Data upon request within 30 days of termination;
- VenueOra will pay out any Merchant Payment Account balances owed to you, subject to the Payment Processor's processes and any reserve periods;
- all outstanding Platform Fees and Processing Fees remain due and payable; and
- Clauses 7, 14, 15, 17, 18, 19, 21, and 22 shall survive termination.

20.5 Merchant Payment Account on Termination

Termination of your VenueOra subscription does not automatically close your Merchant Payment Account. Your Merchant Payment Account remains subject to the Payment Services Agreement, and you should contact VenueOra to arrange its closure as part of the offboarding process.

21.1 Amendments

VenueOra reserves the right to amend these Terms at any time by providing you with not less than 30 days' prior written notice (or such shorter period as may be required by applicable law or regulatory change). Amendments will be communicated via email to your registered address and published on VenueOra's website. Your continued use of the Platform after the effective date of any amendment constitutes your acceptance of the revised Terms. If you do not accept an amendment, you may terminate your subscription in accordance with Clause 20.1.

21.2 Assignment

You may not assign, novate, or transfer these Terms or any rights or obligations under them without VenueOra's prior written consent. VenueOra may assign these Terms (in whole or in part) to any affiliate, successor, or acquirer of all or substantially all of VenueOra's business or assets, provided that VenueOra gives you reasonable prior notice of any such assignment.

21.3 Force Majeure

Neither party shall be in breach of these Terms or liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from events, circumstances, or causes beyond its reasonable control, including acts of God, natural disasters, pandemic, civil unrest, government action, cyberattack, or failure of third-party infrastructure. The affected party shall notify the other party promptly and take reasonable steps to mitigate the impact of the force majeure event.

21.4 Entire Agreement

These Terms, together with any Supplemental Terms, your order form or onboarding agreement, and the Payment Services Agreement (incorporated by reference), constitute the entire agreement between the parties in relation to the Platform and supersede all prior agreements, representations, and understandings relating to the same subject matter.

21.5 Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, unenforceable, or illegal, it shall be modified to the minimum extent necessary to make it valid, enforceable, and legal, and the remaining provisions shall continue in full force and effect.

21.6 Waiver

A failure or delay by either party to exercise any right or remedy under these Terms shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21.7 Notices

Notices under these Terms shall be sent by email to the registered email address held on account for each party, or by first-class post to the registered business address. Notices by email are deemed received on the next Working Day following transmission (unless an automated delivery failure notification is received). Notices by post are deemed received two Working Days after posting.

21.8 Third-Party Rights

These Terms do not confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999, except that VenueOra's affiliates may enforce provisions of these Terms that are expressed to confer a benefit on them.

21.9 Relationship of the Parties

Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between the parties. VenueOra and you are independent contractors. VenueOra acts as your agent only to the limited extent expressly described in these Terms (including in respect of merchant onboarding and payment processing facilitation).

21.10 Anti-Bribery

Each party shall comply with the Bribery Act 2010 and shall not engage in any conduct that would constitute an offence under that Act in connection with the performance of these Terms.

21.11 Modern Slavery

Each party represents that it complies with the Modern Slavery Act 2015 and that it does not engage in, support, or tolerate forced labour, human trafficking, or modern slavery in its operations or supply chain.

22.1 Governing Law

These 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**.

22.2 Jurisdiction

Each party irrevocably agrees that the courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

22.3 Dispute Resolution Procedure

In the event of a dispute, the parties shall first attempt to resolve the matter through good-faith negotiation. If the dispute is not resolved within 30 days of written notice by either party, either party may refer the matter to the courts as set out in Clause 22.2. Nothing in this Clause prevents either party from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction.

22.4 Payment Disputes

Disputes relating specifically to payment processing, settlement, chargebacks, or Merchant Payment Account matters are subject to the dispute resolution process set out in the Payment Services Agreement, including any arbitration provisions contained therein.

23.1 Contact Details

VenueOra Ticketing Limited

Registered in England and Wales

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

General Enquiries: support@venueora.com

Legal & Compliance: legal@venueora.com

Data Protection: dpo@venueora.com

23.2 Payment Processing Queries

For queries relating to payment processing, chargebacks, settlement, or your Merchant Payment Account, please contact VenueOra in the first instance at support@venueora.com. VenueOra will liaise with the Payment Processor on your behalf where required.

23.3 Information Commissioner's Office

If you have a concern about VenueOra's handling of personal data that you have been unable to resolve with VenueOra directly, you have the right to lodge a complaint with the Information Commissioner's Office (ICO) at ico.org.uk (<https://ico.org.uk>).

This Schedule summarises the key terms applicable to the payment processing services delivered through VenueOra's PayFac-as-a-Service infrastructure. The full Payment Services Agreement will be presented to you within the Platform during onboarding and governs the payment services in their entirety. This Schedule is provided for ease of reference only and does not supersede the Payment Services Agreement.

S1.1 Regulatory Framework

Payment processing services are delivered through an FCA-authorized payment institution operating as an Authorised Payment Institution under the Financial Services and Markets Act 2000, as amended. The Payment Processor is certified as a PCI DSS Level 1 service provider and operates in compliance with the Revised Payment Services Directive (PSD2) and applicable UK payment services regulations. VenueOra operates within this regulatory framework as an authorised agent of the Payment Processor for the purpose of merchant onboarding and account management.

S1.2 Your Merchant Responsibilities

As a merchant operating through a Merchant Payment Account, you are responsible for: (a) ensuring all Transactions submitted are genuine, authorised, and lawful; (b) maintaining accurate and current customer service contact details; (c) providing receipts and accurate transaction descriptions to End Customers prior to and at the point of payment; (d) managing Disputes promptly and in good faith; (e) complying with all applicable payment network rules (Visa, Mastercard, American Express); and (f) maintaining adequate records of all Transactions and customer authorisations.

S1.3 Settlement & Payouts

The Payment Processor will settle cleared Transaction funds net of all applicable fees to your designated Payout Account. Settlement operates on a Working+2 basis as described in Clause 9.1. Initial settlement may be subject to a holding period at the Payment Processor's discretion. The Payment Processor may withhold or delay Payouts in the risk scenarios described in Clause 9.3. VenueOra will communicate payout status through the Platform dashboard.

S1.4 Reserves

The Payment Processor may require that a portion of your Transaction proceeds be held in reserve ("Reserve") where it assesses an elevated risk of loss, for example due to high Dispute rates, business instability, or pre-order/advance sale exposure. Reserves may be funded from Transaction proceeds and may represent all or a significant portion of processed funds. The Payment Processor may adjust Reserve conditions at any time based on its ongoing risk assessment. VenueOra has no control over Reserve decisions and bears no liability for their application.

S1.5 Bacs Direct Debit

Where your Merchant Payment Account has a negative balance arising from refunds, chargebacks, or other debits, the Payment Processor is authorised to recover the outstanding sum by debiting your registered bank account via Bacs Direct Debit. You will receive advance notice of any debit in accordance with the UK Direct Debit Guarantee. If a debit is returned unpaid, it remains your responsibility to fund the shortfall promptly. You may not cancel a Direct Debit mandate without first discharging all outstanding amounts owed.

S1.6 Payment Processor Limitation of Liability

The Payment Processor's aggregate liability to you is limited under the Payment Services Agreement. As a general principle, the Payment Processor excludes all liability for indirect, consequential, or special loss, and for loss of profits or revenue. You should review the Payment Services Agreement in full to understand the specific liability caps and exclusions that apply to payment processing services.

S1.7 Dispute Resolution for Payment Matters

Disputes relating to payment processing, settlement, or your Merchant Payment Account are subject to the dispute resolution provisions of the Payment Services Agreement, which may include mandatory arbitration. VenueOra will assist you in communicating with the Payment Processor where disputes arise, but is not a party to disputes between you and the Payment Processor. These Terms are governed by the laws of England and Wales regardless of any separate dispute resolution mechanism in the Payment Services Agreement.

S1.8 Restricted Businesses & Activities

The Payment Services Agreement identifies categories of business and activity for which payment services may not be used ("Restricted Activities"). These include, without limitation, activities subject to government sanctions, trade in illegal goods or services, and any business type identified on the Payment Processor's restricted list. By using payment services through VenueOra, you represent and warrant that your business is not engaged in any Restricted Activity and that you will promptly notify VenueOra if your business activities change in a way that may engage any restriction.

S1.9 Changes to Payment Services

VenueOra reserves the right to change, replace, or supplement its Payment Processor at any time and without notice to you, provided that any such change does not materially reduce the payment functionality available to you under these Terms. In the event of a Payment Processor change, VenueOra will take reasonable steps to facilitate continuity of your Merchant Payment Account and Payout Account and will communicate any required actions to you in advance.

This Schedule sets out standards applicable to events, content, and memberships managed through the Platform, drawing on best practices from the UK events industry.

S2.1 Event Listings Standards

All events listed on the Platform must:

- accurately describe the event, including date, time, location, ticket types, and pricing;
- not be advertised in a misleading manner;
- include clear information about age restrictions;
- clearly state the refund and cancellation policy;
- comply with the Consumer Rights Act 2015 where End Customers are consumers; and
- not promote illegal activities or discrimination contrary to the Equality Act 2010.

S2.2 Adult Events

Where the Platform is used to manage adult-themed events (including events at adult social clubs), you must:

- ensure that all events are accessible to adults only and that robust age verification procedures are in place;
- hold all required local authority licences, including premises and venue licences where applicable;
- comply with the Licensing Act 2003 and any applicable local licensing conditions;
- ensure that event descriptions, images, and promotional materials comply with the Advertising Standards Authority's UK advertising codes; and
- not use the Platform to facilitate the sale of adult entertainment or any other illegal activity.

S2.3 Ticket Fraud Prevention

You must implement reasonable measures to prevent ticket fraud and touting, including configuring appropriate ticket transfer and resale restrictions within the Platform. VenueOra's QR-coded tickets include built-in anti-duplication measures, but you remain responsible for enforcing ticket validity at the point of admission.

S2.4 Accessibility

You are responsible for ensuring that your events and venues comply with applicable disability access requirements under the Equality Act 2010 and for communicating accessibility information clearly to ticket purchasers.

This Schedule sets out the additional terms that apply where you enable the **Locker Management** Module and host VenueOra's **LockVault** smart lockers at your venue or event site. LockVault is a VenueOra product delivering self-powered, self-service digital lockers, operated on a revenue-share basis and made available to your End Customers through the Platform. This Schedule forms Supplemental Terms under Clause 6.2 of these Terms. In the event of any conflict between this Schedule and the main body of the Terms in respect of the Smart Locker service specifically, this Schedule prevails to the extent of that conflict.

Summary of relationship: VenueOra owns and operates the LockVault units and the Platform that runs them. You (the Customer) provide the physical site, operational staff oversight, and promote locker availability to your End Customers. Your End Customers (locker users) contract directly through the Platform at the point of use and pay a per-session rental fee. VenueOra shares a portion of that net locker revenue with you; you pay no upfront hardware cost. Neither VenueOra nor you take possession, custody, or control of any item placed inside a locker by an End Customer.

S3.1 The LockVault Service

LockVault comprises (a) self-powered, battery or solar-assisted smart locker banks deployed by VenueOra at your site; (b) on-locker touch interfaces, QR scanners, and/or mobile web flows through which End Customers reserve, open, and close lockers; (c) the VenueOra dashboard and reporting suite via which you monitor locker utilisation; and (d) payment acceptance through the Platform. LockVault is designed for events, venues, attractions, and similar operational contexts where short-duration personal storage is required.

S3.2 Commercial Model & Revenue Share

Unless expressly agreed otherwise in writing, LockVault is provided to you on a **zero upfront cost** basis. You do not pay a hardware purchase fee, rental fee, or Module fee for the Locker Management Module itself in the standard deployment. End Customers pay a per-session locker fee set by VenueOra (with your input where commercially agreed). VenueOra will pay you a revenue share of net locker rental income (gross fees less payment processing costs, VAT, refunds, and any regulatory deductions), calculated on the terms set out in your onboarding schedule or Platform dashboard. Revenue share payments are made monthly in arrears via the same Payout Account registered under Clause 9.2. VenueOra reserves the right to vary End-Customer pricing and revenue-share percentages on not less than 30 days' prior written notice in accordance with Clause 7.4.

S3.3 Hardware Ownership, Installation & Removal

All LockVault units, ancillary equipment, signage, and firmware remain at all times the sole property of VenueOra (or its hardware supplier). Nothing in these Terms transfers title, creates a lease, or grants you any proprietary interest in the equipment. You grant VenueOra (and its authorised installers and engineers) reasonable access to your site, during normal operating hours and by appointment, to install, inspect, service, upgrade, repair, relocate, and — on termination of this Schedule — uninstall and remove the equipment. You will not move, dismantle, modify, re-skin (other than with VenueOra-approved wraps or co-branding), open the internal housing of, or attempt to service any LockVault unit without VenueOra's prior written consent.

S3.4 Your Site Responsibilities

As the venue operator hosting LockVault units, you are responsible for:

- providing a suitable indoor or weather-sheltered location with sufficient floor loading, clear circulation space, and safe public access in compliance with the Equality Act 2010 and relevant fire and building regulations;
- ensuring the location is dry, reasonably secure, and not exposed to vandalism-prone conditions where avoidable;
- where the LockVault unit requires a charging point (for non-solar variants), providing a safe mains connection tested in accordance with applicable UK electrical standards, at your cost;
- obtaining any landlord, licensor, local authority, or other third-party consent required to install the units at the nominated location;
- providing reasonable front-of-house assistance to End Customers who experience basic usage questions (for example, signposting them to on-unit help prompts or the in-app support channel);
- promptly notifying VenueOra of any visible damage, tampering, spillage, or fault so that VenueOra can dispatch a remedial visit; and
- not operating, advertising, or causing to be operated any competing digital locker service within the same site footprint during the term of this Schedule without VenueOra's prior written consent.

S3.5 Relationship with End Customers (Locker Users)

When an End Customer hires a locker, they do so directly with VenueOra under the **LockVault End-User Terms** presented at the point of transaction through the on-locker interface or the Platform. The End Customer is contractually and economically VenueOra's customer for the purposes of the locker hire, even where the session is initiated at your venue. You are not a party to the locker hire contract and hold no liability to the End Customer for the performance of the locker hire, subject only to your own site responsibilities in Clause S3.4 and your general duties as an occupier under the Occupiers' Liability Acts 1957 and 1984. Where you choose to offer locker access as a complimentary add-on, promotional inclusion, or bundled benefit (for example, a "free locker with VIP ticket"), you are responsible for any marketing representations you make about that inclusion, and you will be charged the associated locker fee via the Platform in accordance with your agreed arrangement.

S3.6 End-Customer Fees, Refunds & Disputes

Locker rental fees are charged to the End Customer at the point of reservation or release, using the Platform's integrated payment services via the Payment Processor. Refunds for locker sessions (for example, where a locker fails to unlock on release) are administered by VenueOra directly, drawing on the same Merchant Payment Account arrangements described in Clause 10. Disputes and chargebacks relating specifically to locker transactions are handled by VenueOra in the first instance, and any resulting financial impact is applied before calculation of your revenue share under Clause S3.2. You will not issue discretionary refunds or goodwill credits to End Customers for locker sessions without VenueOra's prior agreement.

S3.7 Access Codes, Lost Codes & Forced Openings

Each locker session is released by a unique digital credential (QR code, PIN, or linked app session). End Customers who lose their credential are directed to VenueOra's in-session recovery flow and, where necessary, to live support. You will not independently force open, master-key, or otherwise release a locker on behalf of an End Customer except (a) where requested and authorised by VenueOra via the Platform, or (b) in a genuine emergency (fire, medical, bomb threat, or lawful instruction from emergency services or a regulator), in which case you will record and notify VenueOra of the incident at the earliest practicable opportunity.

S3.8 Abandoned Property & End-of-Day Clearance

Where a locker remains closed and unreleased beyond the end of a session window (for example, after an event close or the end of your trading day), VenueOra will follow its standard abandoned-property protocol, which may include extended session reminders, charging of overnight or extended-stay fees to the End Customer's registered payment method, and — after a reasonable retention period — supervised opening of the locker and storage of the contents as lost property. Where a locker is opened under this protocol at your site, you agree to receive and retain the contents as lost property in accordance with the Torts (Interference with Goods) Act 1977 and your own published lost-property procedures, until returned to the End Customer or lawfully disposed of. VenueOra will provide reasonable advance notice of any scheduled clearance and coordinate the opening with your site staff.

S3.9 Data Protection & Imagery

Some LockVault units include integrated cameras or optical sensors used for anti-tamper, anti-fraud, or locker-state verification purposes. Where imagery of individuals is captured, VenueOra acts as the **Data Controller** for that processing and publishes the applicable retention periods and lawful bases in the LockVault End-User Terms and Privacy Notice. You are responsible for (a) displaying, in a conspicuous and accessible manner adjacent to each LockVault unit, any signage provided by VenueOra identifying the camera presence, controller, and purposes; and (b) not repurposing or extracting imagery or session data for your own purposes. The Data Processing Agreement between you and VenueOra governs any Personal Data that is processed by VenueOra on your behalf in connection with End-Customer marketing or reporting you specifically commission.

S3.10 Availability, Faults & Maintenance

VenueOra will use reasonable endeavours to keep LockVault units operational during your trading hours and will target a mean response time of one (1) UK working day for remote diagnostics and five (5) UK working days for on-site engineer attendance for non-critical faults, or sooner for faults that render an entire locker bank unusable. VenueOra does not guarantee uninterrupted availability of the service and is not liable for loss of revenue share or indirect loss arising from downtime, subject always to the Limitation of Liability provisions in Clause 18 of the main Terms. Where downtime is attributable to your act or omission (for example, a disconnected power supply or site access denial), VenueOra reserves the right to pass through reasonable call-out and repair costs to you.

S3.11 Locker Contents & Limitation of Liability

Neither VenueOra nor you act as a bailee, warehouseman, or custodian of any item placed inside a locker by an End Customer. The End Customer accepts the LockVault End-User Terms before each session, which set out maximum item value limits, prohibited items (including cash, firearms, controlled substances, perishables, live animals, hazardous materials, and items exceeding stated dimensions), and the End Customer's sole responsibility for the goods they choose to store. Subject to the limits permitted by law and to Clause 18 of the main Terms, VenueOra's total aggregate liability to you and to any End Customer in respect of locker contents is limited to the fees paid for the specific locker session giving rise to the claim. Nothing in this Schedule excludes or limits liability for death, personal injury caused by negligence, fraud, or any other liability that cannot lawfully be excluded.

S3.12 Insurance & Site Risks

You warrant that you hold and will maintain, for the duration of this Schedule, public liability insurance of not less than £5,000,000 covering the area in which LockVault units are installed, and employer's liability insurance where applicable. VenueOra will maintain product liability and all-risks cover on the LockVault equipment itself. You are responsible for any damage to LockVault equipment caused by your staff, contractors, or by the failure of your site infrastructure (including power surges, flooding, and roof leaks), save to the extent caused by VenueOra's own negligence or wilful default.

S3.13 Term, Suspension & Removal

This Schedule commences on the date the Locker Management Module is activated and your first LockVault unit is installed, and continues on a rolling basis until terminated. Either party may terminate this Schedule on ninety (90) days' prior written notice, or immediately (a) on a material breach that is not remedied within fourteen (14) days of written notice; (b) where the main Terms are terminated in accordance with Clause 20; or (c) on insolvency or equivalent event. On termination, VenueOra will arrange removal of the LockVault equipment at a mutually convenient time within thirty (30) days. You will continue to provide site access and reasonable cooperation during de-installation. Any accrued revenue share up to the date of de-installation will be paid in the next scheduled payout run, net of any outstanding chargebacks or amounts owed. VenueOra may temporarily suspend LockVault operations at your site (without terminating this Schedule) where it reasonably determines that continued operation poses a safety, fraud, or regulatory risk.

S3.14 Compliance with Main Terms

For the avoidance of doubt, all other provisions of these Terms — including Clauses 7 (Fees), 8 (Payment Processing), 15 (Data), 17 (Confidentiality), 18 (Limitation of Liability), 19 (Indemnification), 22 (Governing Law) and 23 (Contact) — apply to your use of the LockVault service unless expressly varied by this Schedule.

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

These Terms of Service are effective from **10th April 2026** (Version 1.0). | Governing Law: **England & Wales**

Payment services delivered via an FCA-authorised PayFac-as-a-Service provider. | Data processed in accordance with UK GDPR and the Data Protection Act 2018.

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