



Passly Terms of Service

Effective Date: 01/08/2026 | Last Updated: 01/08/2026 | Document Version: 2026-08-01

1. Introduction and Agreement

Welcome to Passly ("Platform," "we," "us," or "our"), a comprehensive ticketing platform available on web, Android, and iOS devices. These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Passly Events and Ticketing ("Passly," "Company"), governing your access to and use of the Passly platform, applications, dashboards, and related services (collectively, the "Services").

By accessing or using our Services in any manner, including but not limited to creating an account, purchasing tickets, listing events, or browsing our platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not access or use our Services.

These Terms include our Privacy Policy (available at <https://legal.passly.co.ke/privacy>), which is incorporated by reference. We recommend reading our Privacy Policy to understand our data practices.

2. Definitions

For clarity in these Terms, the following definitions apply:

- "Platform" refers to the Passly ticketing platform, including websites, mobile applications, and dashboards.
- "Services" means all features, functions, and services provided through the Platform.
- "User" refers to any individual who accesses or uses the Platform, whether registered or not.
- "User Account" means a registered account on the Platform.
- "Event Organizer" refers to individuals or entities that create and manage events on the Platform.
- "Event" means any gathering, performance, or occasion listed on the Platform.
- "Tickets" refers to digital admission credentials for Events.
- "Content" means all information, text, graphics, photos, videos, or other materials uploaded, downloaded, or appearing on the Platform.

3. Eligibility and Registration

3.1 Eligibility Requirements

To create a User Account, act as an Event Organizer, resell Tickets, receive payments, or enter into another legally binding transaction through the Platform, you must be at least 18 years old, or the age of majority in your jurisdiction, whichever is greater. By creating a User Account, you represent and warrant that you meet the applicable age requirement and have the legal capacity to enter into binding contracts.

3.2 Ticket Purchases and Age Declarations

By accessing a ticket checkout and completing a purchase, including a purchase made through guest or anonymous checkout, you represent that you are legally capable of completing the transaction and agree to these Terms. This purchase representation is separate from the age requirement for creating a User Account. You must not complete a purchase if you do not have the required legal capacity.

If you purchase Tickets for another person, you are responsible for communicating the Event's disclosed admission requirements to each attendee. Purchasing a Ticket does not confirm that an attendee satisfies an Event's minimum-age rule and does not replace any identification check required by the Event Organizer, Passly, or applicable law.

3.3 Account Registration

To access certain features of our Services, you must create a User Account. When registering for an account, you agree to provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities occurring under your account. You agree to notify us immediately of any unauthorized use of your account.

3.4 Account Types

Passly offers different account types, including:

- Standard User Account: For purchasing and reselling tickets
- Event Organizer Account: For creating and managing events
- Administrator Account: For authorized Passly personnel only

Each account type has specific permissions, features, and responsibilities as detailed in these Terms.

3.5 Age-Restricted Events

An Event Organizer may publish an admission rule such as all ages, parental guidance advised, attendance by minors with an adult, or a stated minimum age including 13+, 16+, 18+, or a custom minimum. By purchasing or using a Ticket for an age-restricted Event, the purchaser and attendee represent that the attendee satisfies the disclosed rule. The Event Organizer may require valid government-issued identification at entry, and a Ticket does not guarantee admission where the attendee cannot satisfy or verify the applicable age requirement. Any refund will be handled under the disclosed Event refund policy and applicable law.

4. Platform Services and Features

4.1 For Users

4.1.1 Event Discovery

The Platform enables Users to browse, search, and discover Events based on various criteria including location, date, category, and popularity.

4.1.2 Ticket Purchasing

Users may purchase Tickets for Events through the Platform, subject to availability and pricing established by Event Organizers. All ticket sales are final unless otherwise specified by the Event Organizer or required by applicable law.

4.1.3 Ticket Resale

The Platform offers a secondary marketplace where Users may resell or transfer their Tickets, subject to:

- Compliance with our resale policies and applicable laws
- Payment of applicable resale fees
- Verification procedures to prevent fraud
- Restrictions set by Event Organizers

4.1.4 Ticket Delivery

Upon successful purchase, digital Tickets will be made available in your User Account, delivered via email, or accessible through the Passly mobile application. Tickets contain unique QR codes for validation at Events.

4.1.5 Notifications

Users may receive communications regarding purchased Tickets, upcoming Events, ticket transfers, support, account security, and service updates through email, push notifications, in-app notices, and WhatsApp where available. Notification preferences may be managed through account settings or channel-specific opt-out instructions.

4.1.6 Event Photography and Recording

Passly may arrange photography, audio recording, filming, or livestreaming at selected Events for Passly's own editorial, educational, promotional, and marketing materials, including websites, applications, social media, presentations, press materials, advertisements, training resources, and media or marketing guides.

Where an attendee is identifiable, Passly will provide notice and obtain express consent for the specified recording and uses. Buying a Ticket or attending an Event does not, by itself, grant Passly blanket consent to use an identifiable person's image, likeness, or voice for promotional purposes. Attendees may decline, use a designated non-recorded area where reasonably available, or withdraw consent for future use as explained in our Privacy Policy. Passly will not intentionally record or publish an identifiable child for promotional purposes without verifiable consent from the child's parent or legal guardian.

Incidental crowd or background recording will be managed through visible notices, clearly identified recording areas, and practical consent controls appropriate to the Event. Separate express consent may be requested for interviews, testimonials, featured portraits, or other focused recordings.

4.2 For Event Organizers

4.2.1 Event Creation

Event Organizers may create, publish, and manage Events through the Organizer Dashboard, including setting:

- Event details, descriptions, and images
- Ticket types, pricing, and availability
- Seating arrangements, if applicable
- Ticket resale policies
- Event rules and requirements

4.2.2 Attendee Management

The Platform provides tools for managing attendee information, checking in attendees, and validating Tickets at Events.

4.2.3 Analytics and Reporting

Event Organizers have access to analytics and reports regarding ticket sales, attendee demographics, and other relevant data for their Events.

4.2.4 Payment Processing

Proceeds from ticket sales, less applicable Platform fees, will be processed and disbursed to Event Organizers according to the payment schedule specified in separate agreements with Passly.

5. User Conduct and Restrictions

5.1 General Conduct Rules

When using our Services, you agree NOT to:

- Violate any applicable law, regulation, or these Terms
- Impersonate any person or entity, or falsely state or misrepresent your affiliation
- Interfere with or disrupt the Platform's functionality
- Attempt to gain unauthorized access to any part of the Services
- Use the Services for any illegal, fraudulent, or unauthorized purpose
- Engage in any activity that could damage, disable, or impair the Services
- Collect or harvest any information from the Platform through automated means
- Create multiple accounts to circumvent restrictions or limitations
- Sell or transfer your account to another person without our permission
- Engage in ticket scalping or price gouging in violation of applicable laws

5.2 Content Restrictions

You agree not to upload, post, or share Content that:

- Is illegal, fraudulent, deceptive, or misleading
- Infringes any intellectual property or other rights of any party
- Contains viruses, malware, or other harmful code
- Is obscene, defamatory, threatening, or discriminatory
- Promotes illegal activities or causes harm to others
- Contains unauthorized advertising, promotional materials, or spam

5.3 Ticket Resale Restrictions

When reselling Tickets on the Platform, you agree to:

- Comply with all applicable local laws and regulations governing ticket resales
- Not exceed price caps for ticket resales where mandated by law
- Not manipulate or attempt to bypass any Platform price controls
- Only resell tickets that you lawfully obtained
- Not engage in bulk purchasing for the purpose of resale
- Not use automated systems to purchase tickets

6. Fees and Payments

6.1 Fee Structure

The Platform charges fees for various services, which may include:

- Service Fees: Added to ticket purchases
- Resale Fees: Applied to secondary market transactions
- Organizer Fees: Charged to Event Organizers for using the Platform
- Payment Processing Fees: Related to financial transactions

All applicable fees will be displayed prior to completion of transactions. We reserve the right to change our fee structure with reasonable notice.

6.2 Payment Methods

The Platform accepts various payment methods, including:

- Mobile Money (MPESA, Airtel Money)
- Bank payments
- Other payment methods as they become available

All payment information is processed securely in accordance with our Privacy Policy and applicable data protection laws.

6.3 Currency

All transactions are processed in Kenyan Shillings (KES) unless otherwise specified.

6.4 Refunds and Cancellations

6.4.1 Event Cancellations

If an Event is cancelled by the Event Organizer, refund policies will be determined by the Event Organizer and communicated to Ticket holders. Passly will facilitate refunds according to these policies.

6.4.2 Platform Service Fees

Platform service fees are non-refundable except where required by law.

6.4.3 Disputed Charges

If you believe you have been charged incorrectly, please contact our customer support within 30 days of the charge.

6.4.4 Installment Payment Plans

Where Passly offers installment payment plans, all installment payments are final and strictly non-refundable under any circumstances, including partial usage, non-attendance, cancellation by the user, scheduling conflicts, or account closure, except where a refund is expressly required by applicable law.

This does not override Section 6.4.1: where an Event is cancelled by the Event Organizer, any refund is handled under the Organizer's disclosed event refund policy and applicable law.

7. Intellectual Property Rights

7.1 Platform Ownership

The Platform, including all software, visual interfaces, graphics, designs, information, compilations, and other elements contained therein, is owned by Passly and is protected by copyright, trademark, patent, and other intellectual property laws.

7.2 Limited License to Users

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for personal, non-commercial purposes.

7.3 User Content License

By submitting, posting, or displaying Content on the Platform, you grant Passly a worldwide, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute such Content for the purpose of providing and promoting the Services.

7.4 Feedback

If you provide feedback, ideas, or suggestions regarding the Services ("Feedback"), you grant Passly a perpetual, irrevocable, worldwide, royalty-free license to use the Feedback without any obligation to you.

7.5 Trademarks

The Passly name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Passly or its affiliates. You may not use such marks without our prior written permission.

8. User Privacy

8.1 Privacy Policy

Our Privacy Policy explains how we collect, use, and protect your personal information. By using the Services, you consent to the data practices described in our Privacy Policy.

8.2 Data Processing

We process data in accordance with the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), the Kenya Data Protection Act, 2019, and other applicable data protection laws.

8.3 Communications

By creating an account, you consent to receive transactional communications, including those related to your account, purchases, and the Services, through email, push, in-app, and WhatsApp channels where available. You may opt out of non-essential marketing communications through your account settings, WhatsApp opt-out instructions, or unsubscribe links where provided.

9. Platform Security and Integrity

9.1 Security Measures

We implement technical and organizational measures to protect the Platform, including:

- HTTPS encryption for all communications
- Secure session management
- Rate limiting to prevent abuse
- Input validation to prevent attacks
- Fraud detection systems

9.2 Prohibited Activities

You agree not to engage in any activities that could compromise the security or integrity of the Platform, including:

- Attempting to bypass security measures
- Conducting vulnerability scans without authorization
- Engaging in denial of service attacks
- Using botnets or automated tools to access the Services
- Attempting to decompile or reverse engineer any part of the Platform

9.3 Reporting Security Issues

If you discover a security vulnerability, please report it immediately to security@passly.co.ke. We appreciate responsible disclosure of security issues.

10. Specific Terms for Event Organizers

10.1 Event Organizer Representations

As an Event Organizer, you represent and warrant that:

- You have the legal right and authority to list your Event on the Platform
- Your Event complies with all applicable laws and regulations
- All information provided about your Event is accurate and complete
- You have all necessary permits, licenses, and insurance for your Event
- Where Passly is recording at your Event, you will reasonably cooperate with attendee notices, consent collection, camera-free arrangements, and parent or guardian consent requirements communicated by Passly
- You will honor all Tickets sold through the Platform

10.2 Event Content

You are solely responsible for all content related to your Event, including descriptions, images, and promotional materials. Such content must comply with Section 5.2 of these Terms.

10.3 Event Cancellation and Modification

If you need to cancel or significantly modify an Event, you agree to:

- Notify Passly and ticket holders as soon as possible
- Provide clear information about refund policies
- Process refunds in accordance with your stated policies and applicable laws
- Compensate Passly for any reasonable costs incurred due to cancellation

10.4 Payment Terms

Payments to Event Organizers will be processed according to the following terms:

- Funds will be disbursed after successful completion of the Event
- Platform fees will be deducted prior to disbursement
- Payment processing times depend on the payment method
- Additional terms may be specified in a separate agreement

Early Withdrawal Limit

Event Organizers may request early access to funds prior to Event completion, subject to the following conditions:

- You may only make one early withdrawal per Event, limited to 30% of your balance
- After making an early withdrawal, no additional payouts will be allowed until the Event ends
- Once the Event ends, there is no cap and you may withdraw the full balance
- If you need funds urgently, please contact us for further assistance

11. Disclaimers and Limitations of Liability

11.1 Service Availability

The Services are provided on an “as is” and “as available” basis. We do not guarantee that the Services will be uninterrupted, error-free, or completely secure.

11.2 Event Disclaimers

Passly is not the organizer of Events listed on the Platform, and we do not assume responsibility for:

- The conduct of Event Organizers or attendees
- The content, quality, safety, or legality of Events
- Any cancellations, postponements, or changes to Events
- Any injury, loss, or damage occurring at Events

11.3 Limitation of Liability

To the maximum extent permitted by law, in no event shall Passly, its directors, employees, partners, agents, suppliers, or affiliates be liable for:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, data, use, goodwill, or other intangible losses
- Damages relating to your access to or use of the Services
- Damages relating to any conduct of third parties, including Event Organizers
- Any amount exceeding the fees paid by you to Passly for the Services in the 12 months preceding the claim

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for consequential or incidental damages, so the above limitations may not apply to you.

12. Indemnification

You agree to defend, indemnify, and hold harmless Passly, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms
- Your use of the Services
- Your Content
- Your violation of any third-party right
- Your conduct in connection with the Services or Events

13. Term and Termination

13.1 Term

These Terms will remain in full force and effect while you use the Services or maintain a User Account.

13.2 Termination by You

You may terminate your account at any time by following the instructions in your account settings or by contacting customer support. Termination may not affect pending transactions or obligations.

13.3 Termination by Passly

We may suspend or terminate your access to the Services at any time, without notice or liability, for any reason, including if:

- You breach these Terms
- We suspect fraudulent or abusive activity
- We are unable to verify or authenticate your account information
- We believe your actions may cause legal liability for you, other users, or Passly

13.4 Effect of Termination

Upon termination:

- Your right to access and use the Services will cease immediately
- We may delete or retain your account information as specified in our Privacy Policy
- All provisions of these Terms which by their nature should survive termination shall survive

14. Modifications to the Terms or Services

14.1 Changes to Terms

We reserve the right to modify these Terms at any time. If we make material changes, we will provide notice via email to available account addresses, in-app notification, or by posting a notice on our website. Our notice will identify the document version and effective date. Unless an earlier change is required by law or necessary to address a security concern, the updated Terms will take effect on the stated effective date. Your continued use of the Services after that effective date constitutes your acceptance of the revised Terms. If you do not agree, you must stop using the Services and contact legal@passly.co.ke.

14.2 Changes to Services

We may change, suspend, or discontinue any aspect of the Services at any time, including hours of operation or availability of the Services or any feature, without notice or liability.

15. Dispute Resolution

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Kenya, without regard to its conflict of law provisions.

15.2 Dispute Resolution Procedure

Any dispute arising from or relating to these Terms or the Services shall be resolved as follows:

- Informal Resolution: Parties will attempt to resolve disputes informally by contacting each other directly.
- Mediation: If informal resolution fails, the parties agree to mediation under the rules of a recognized mediation service in Kenya.
- Arbitration: If mediation fails, disputes shall be resolved by binding arbitration in Kenya under the rules of the Chartered Institute of Arbitrators (Kenya Branch).

15.3 Class Action Waiver

You agree that any proceedings to resolve disputes will be conducted on an individual basis and not in a class, consolidated, or representative action.

15.4 Limitation Period

Any claim related to these Terms or the Services must be filed within one (1) year after the cause of action arose, regardless of any statute or law to the contrary.

16. General Provisions

16.1 Entire Agreement

These Terms, including the Privacy Policy, constitute the entire agreement between you and Passly regarding the Services and supersede all prior agreements and understandings.

16.2 No Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision.

16.3 Severability

If any provision of these Terms is held invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced to the fullest extent possible.

16.4 Assignment

You may not assign or transfer these Terms or your rights under these Terms without Passly's prior written consent. Passly may assign these Terms without restriction.

16.5 Force Majeure

We will not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, riots, civil unrest, government actions, power failures, or internet or telecommunications disruptions.

16.6 Relationship of Parties

Nothing in these Terms creates any partnership, joint venture, agency, franchise, or employment relationship between you and Passly.

16.7 Third-Party Beneficiaries

These Terms do not confer any third-party beneficiary rights.

16.8 Language

These Terms are written in English. Any translation into another language is provided for convenience only and shall not modify the meaning of these Terms. In case of conflict, the English version shall prevail.

17. Platform-Specific Terms

17.1 Web Platform

When accessing the Services through our website, you agree to:

- Use a supported web browser
- Enable cookies and JavaScript for proper functionality
- Not use web scraping tools without our permission

17.2 Mobile Applications (Android and iOS)

When using our mobile applications, you agree to:

- Download the application only from official sources (Google Play Store, Apple App Store)
- Keep the application updated to the latest version
- Grant necessary device permissions for full functionality
- Comply with the respective platform's terms of service

17.2A Meta WhatsApp Business Platform Integrations

If you connect, access, or use Passly features through Meta's WhatsApp Business Platform, you agree to the following:

- You will comply with applicable Meta and WhatsApp Business Platform terms and related policies.
- Passly may request and process only the permissions and data reasonably required to provide WhatsApp customer messaging features.
- You may opt out of non-essential WhatsApp communications by following the instructions in our messages or contacting support.
- Use of WhatsApp features may be suspended or removed if required by Meta policy, legal requirements, or security needs.
- Meta is not responsible for Passly's services, operations, or support obligations unless expressly stated by Meta.

17.2B WhatsApp Messaging Rules

When communicating with Passly via WhatsApp, you agree to use the channel lawfully and respectfully.

- You must not send unlawful, abusive, fraudulent, or harmful content through WhatsApp channels connected to Passly.
- Passly may limit, suspend, or stop WhatsApp messaging access for misuse, policy violations, or security concerns.
- Service-critical WhatsApp notices may still be sent where necessary for account, transaction, or legal obligations.

17.3 Organizer and Admin Dashboards

When using the Organizer or Admin Dashboards, you agree to:

- Keep access credentials strictly confidential
- Use the dashboards only for their intended purposes
- Follow all documentation and guidelines provided
- Not attempt to access restricted features or data

18. Additional Terms for Kenya Users

These additional terms apply to users in Kenya:

- All transactions are subject to applicable Kenyan tax laws
- Users must comply with the Kenya Information and Communications Act
- Event Organizers must obtain all necessary permits and licenses
- Disputes involving Kenyan users may be subject to jurisdiction of Kenyan courts

19. Contact Information

If you have any questions about these Terms, please contact us at:

Company Name: Passly Events and Ticketing

Email: legal@passly.co.ke

Phone: +254711347849

Physical Address: One Padmore Place, PQ3R+GV8, George Padmore Road, Nairobi

By using the Passly Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

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