

# Terms and conditions

## 1 DEFINITIONS

1.1 In these General Terms and Conditions the terms below have the following meaning:

1.1.1 Fee: the fee which Ticksz will charge the User in respect of each Ticket sold by the Client to a User which includes booking & delivery fee and is inclusive of VAT;

1.1.2 IPR: means intellectual property rights including, but not limited to, all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world;

1.1.3 Ticksz: the private limited liability company Ticksz ("Ticksz"), registered and having its main place of business at Barbara Strozzilaan 201 Postcode: 1083 HN Amsterdam - Netherlands

(Ticksz is a part of Megaera B.V. KVK 69779376 Vestigingsnr. 000038106892 Barbara Strozzilaan 201 Postcode: 1083 HN Amsterdam - Netherlands)

1.1.4 Client: the other party acting in the course of a profession or business in the capacity of user of the services or products provided by or on behalf of Ticksz.

1.1.5 Ticketshop: the online system developed by Gen25/Ticket25 (Gustav Mahlerlaan 350-B 1082 ME Amsterdam info@gen25.com) for purchase, handling, processing and completion of tickets, including updates to this system;

1.1.6 Ticket Revenue: monies excluding Fees received by Ticksz in respect of Tickets sold to Users by the Client;

1.1.7 Agreement: the agreement entered into by the Client and Ticksz with regard to use of the Ticketshop.

1.1.8 General Terms and Conditions: Ticksz's General Terms and Conditions applying to the agreement, which the Client declares to have received, read and accepted;

1.1.9 Ticket: means all tickets sold to Users which include, but are not limited to, eTickets, mobile and hardcopy tickets;

1.1.10 User(s): the natural person and/or legal entity using the ticketshop to purchase a Ticket from the Client for an event organised by or on behalf the Client;

Working Day: Monday to Friday .

## 2 APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

2.1 These terms together with the Agreement, are the only conditions upon which Ticksz is prepared to deal. All other terms or conditions are excluded to the fullest extent permitted by law. The Client waives any right which it otherwise might have to rely on any other terms and conditions which are not contained in these terms.

2.2 No variation to these terms shall be binding unless expressly agreed in writing by Ticksz.

### **3 PRE-CONTRACTUAL PHASE**

3.1 All offers made by Ticksz or any proposals made in any other way are valid for a maximum time period of 30 days. After this period has expired the other party cannot appeal to the relevant offer or proposal. The other party cannot hold Ticksz to its offer or proposal made if it understood or should have understood that the offer or proposal made contained a manifest mistake or clerical error in its entirety or in part.

### **4 TICKETSHOP**

4.1 Ticksz offers the Client the opportunity to use the Ticketshop for the sale of Tickets to Users for events organised by the Client .

4.2 Ticksz grants the Client access to the use of the Ticketshop if and insofar as this is necessary to perform the obligations included in these General Terms & Conditions and the Agreement.

4.3 Partly with a view to maximisation of the Tickets to be sold, the Ticketshop is managed, maintained and if necessary repaired in accordance with high standards by and for account of Ticksz.

4.4 Ticksz provides the Client with new versions of the Ticketshop when necessary and of its own accord and under the same Terms and Conditions if reasonably possible.

4.5 Purchase and sale of the Tickets take place via the Ticketshop whereby the User acts as purchaser and the Client acts as vendor of the Ticket. Ticksz is explicitly not a party to the sale of the Tickets to the Users . Each User will accept Ticksz's website terms of use when purchasing Tickets through the Ticketshop.

### **5 PAYMENT FOR TICKETS**

5.1 Ticksz will process payment of Tickets purchased by Users from the Client through the Ticketshop on behalf of the Client and the Client acknowledges and agrees that Ticksz will hold all Ticket Revenues in a separate bank account and will transfer all Ticket Revenues held by it to the Client less all Fees payable by the User.

5.2 All Ticket Revenue held by Ticksz is separate from Ticksz's day to day running of its business. The account wholly exists to safe keep all the Client's monies and (unless otherwise permitted by these General Terms & Conditions or the Agreement) only accessed for payments when due to the Client, as agreed between the Client and Ticksz.

5.3 Ticksz shall pay all Ticket Revenue held by it to the Client by direct bank transfer to the nominated account of the Client once the relevant Event has occurred and upon being satisfied that any relevant sum has been refunded to a User.

5.4 Ticksz will transfer the Ticket Revenue to the Client within 5 Working Days of the Event in respect of such Ticket Revenue taking place (as notified to Ticksz by the Client).

5.5 All Ticket Revenues held by Ticksz on behalf of the Client are held separate from Ticksz's day-to-day running of the business. The account wholly exists to safe keep all

Client monies and only accessed for payments when due to the client, as agreed between the Client and Ticksz.

## **6 PRICES AND PAYMENT**

6.1 Ticksz will charge the User a Fee for the sale of a Ticket.

6.2 Ticksz is entitled to amend the Fee if there is a good reason to do so. The Client declares beforehand to agree to a reasonable amendment of the Fee.

6.3 Any cost-increasing event, which possibly takes place in the relationship between the Client and User, cannot be passed on to Ticksz .

6.4 Prior to transferring Ticket Revenue to the Client, Ticksz will set-off any monies owed by the Client (which have been notified to the Client prior to the client incurring such fees) to Ticksz in respect of any additional services provided by Ticksz to the Client including, but not limited to, messaging services and invitation services. In the event that there are insufficient Ticket Revenues held by Ticksz to allow Ticksz to deduct such charges, Ticksz shall invoice the Client for the services used by the Client and such invoices shall become payable by the Client within 30 days of the date of each invoice.

6.5 In the event that the Client reimburses the User for the price of the Ticket, Ticksz is under no obligation to refund any Fees charged by Ticksz in respect of that ticket.

## **7 REPORTING**

7.1 Ticksz is required if requested by the Client to clarify the volume and status of the sale of Tickets between the User and the Client.

7.2 Ticksz shall clarify each individual transaction between the User and the Client if requested by the Client.

7.3 Any invoices, reports, notifications and other communication between parties are made electronically, via e-mail and/or publication on Ticksz's website, on the protected area or otherwise.

## **8 PRIVACY AND PERSONAL DATA**

8.1 The parties agree for the purposes of this agreement that all contact data shall be personal data as defined in the Data Protection Act ("DPA").

8.2 Ticksz is the Data Controller in respect of the contact data but Ticksz shall seek consent from Users for the provision of contact data to the Client and notify the Client from time to time of the terms of such consent.

8.3 The Client shall not use any contact data provided to it otherwise than within the scope of any consent given by the User and notified by Ticksz to the Client.

8.4 The parties shall comply with all relevant regulatory provisions:

## **9 PROVISION OF COMPANY AND OTHER DATA**

9.1 The Client undertakes to provide Ticksz with all data which is needed in Ticksz's opinion to perform the order and for the optimum performance of the Ticketshop immediately and in the manner specified by Ticksz.

## **10 INTELLECTUAL PROPERTY**

10.1 All intellectual property rights, including any applications, of all natures whether registered, registerable or not (“IPR”) arising from the carrying out of the services under the Agreement and these General Terms and Conditions will be owned by Ticksz. Any IPR in material or data provided by either party or any third party shall remain vested in its owner.

10.2 The Client warrants it has full right and authority to authorise Ticksz to use its name and logo(s) and any content provided by Client for use in the provision of the services.

## **11 INDEMNIFICATION**

11.1 Each party shall indemnify and keep indemnified the other against all costs, claims and expenses arising from any third party claim or official investigation caused by the other party’s action or omission in connection with the services being specifically a claim or investigation in connection with:

11.1.1 breach of Consumer Regulations, DPA, Privacy Regulations, CAP Code, or similar regulations or codes;

11.1.2 infringement of third party IPR;

11.1.3 defamation or injury to trade reputation.

11.2 The party being indemnified shall have a duty to consult with the indemnitor and to mitigate its losses.

11.3 In the event of any third party claim that the mere use of the services infringes third party patent rights Ticksz will indemnify and hold harmless the Client against any damages (including costs) that may be awarded or agreed to be paid to such third party in respect of such claim (an “intellectual property infringement”) provided that the Client:

11.3.1 gives notice to Ticksz of the alleged intellectual property infringement forthwith upon becoming aware of the same;

11.3.2 gives Ticksz the sole conduct of the defence to the claim and does not at any time admit liability or otherwise attempt to settle or compromise the said claim except upon the express instructions of Ticksz; and

11.3.3 acts in accordance with the reasonable instructions of Ticksz and gives to Ticksz such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents; and

11.3.4 at the request of Ticksz immediately ceases to commit the act or acts alleged to be the intellectual property infringement.

11.4 Ticksz shall reimburse the Client its reasonable costs incurred in complying with the provision of term 11.3.

11.5 Ticksz shall have no liability or any obligation to Client under this term 11 if the same results from any breach of Client’s obligations under this agreement or any modification to products supplied by Ticksz unless such modifications were made by Ticksz.

## **12 LIABILITY**

12.1 Subject to clause 11 and save where these terms provide to the contrary, the following provisions set out the entire financial liability of Ticksz (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

12.1.1 any breach of these terms; and

12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the provision of the services.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms.

12.3 Nothing in these terms excludes or limits the liability of Ticksz for death or personal injury caused by Ticksz's negligence or for fraudulent misrepresentation or for sums received on behalf of the Client and payable to the Client.

12.4 Subject to term 12.3:

12.4.1 Ticksz's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the services shall be limited to sums received by Ticksz for transaction and ticket delivery in respect of any Event ; and

12.4.2 Ticksz shall not be liable to the Client for any economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services or its failure to provide them.

### **13 TERMINATION**

13.1 These terms shall commence on the date of signature of the Agreement ("Commencement Date") or on the date that the Client accepts these General Terms and Conditions and uses its account in its ordinary course of business, whichever is the earliest, and are valid until the event has taken place unless terminated by either party giving to the other not less than one month's written notice prior to the expiry of the Initial Term or the current annual term.

13.2 Either party shall be entitled to terminate these terms with immediate effect on written notice to the other party in the event that the other party shall be in material breach of its obligations hereunder and shall have failed to remedy such breach within thirty (30) days of receipt of written notice specifying the breach and requiring its remedy without prejudice to any right it may have in respect of that or any antecedent breach.

13.3 Notwithstanding terms 13.1 and 13.2 the agreement formed by the acceptance by Ticksz of the Clients request for services in respect of any Event shall continue until the Event has occurred or been cancelled and all post Event or cancellation accounting and formalities have taken place.

13.4 Upon termination any sums owing shall become immediately payable.

13.5 Termination of these General Terms and Conditions will not terminate the Agreement.

#### **14 FORCE MAJEURE**

14.1 Ticksz shall be excused performance if it is prevented from performing its obligations by any event beyond its reasonable control including but not limited to war, riot, civil commotion, strike, lock-out or some other industrial action, unavailability of telecommunications services, Act of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation and action of any government or governmental agency.

#### **15 CHOICE OF LAW AND JURISDICTION**

15.1 These terms shall be interpreted according to Dutch law and the parties submit to the exclusive jurisdiction of the Dutch courts. ount in its ordinary course of business, whichever is the earliest, and continue for the Initial Term and shall thereafter continue for a further year on each anniversary of the Commencement Date unless terminated by either party giving to the other not less than one month's written notice prior to the expiry of the Initial Term or the current annual term.

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Date: 01-01-2018

