

General ticket conditions Eventix B.V.

1. Definitions

In these general Ticket Conditions, the following definitions shall apply:

- **General Ticket Terms and Conditions:** The general terms and conditions that are included in this document.
- **Eventix B.V.**, the entity offering its ticket sales service to the User under the name "Eventix", hereinafter referred to as Eventix, and located at Horsten 1, 5612AX in Eindhoven registered with the Chamber of Commerce under number 64925536.
- **Services:** all services offered by Eventix to the User via the Platform.
- **Organiser:** the organiser acting in the exercise of a profession or business for organising events and using the Platform of Eventix for the sale of (e)Ticket(s).
- **Platform:** the SaaS application developed by Eventix under the Agreement and made available to the Organiser and User, whereby the User can purchase (e)Ticket(s) from Eventix - as an intermediary of the Organiser - for events organised by the Organiser.
- **Agreement:** the agreement entered into between Organiser and Eventix regarding the use of the Platform.
- **(e)Ticket(s):** the admission ticket of an event organised by or on behalf of the Organiser that is sold by Eventix to the User via the Platform;
- **User:** the natural and/or legal person who enters into or wishes to enter into an Agreement with Eventix and, by using the Platform, purchases (e)Ticket(s) from Eventix for an event organised by or on behalf of the Organiser pursuant to these General Ticket Terms and Conditions.

2. Applicability of these General Ticket Conditions

- 2.1 These General Ticket Conditions apply to the Agreement between Eventix and the User and to the delivery of the Services to the User.
- 2.2 These General Ticket Conditions also apply for the benefit of each person employed by Eventix, each person engaged by Eventix, and each person for whose acts or omissions Eventix is or may be liable.
- 2.3 Should any provision in these General Ticket Terms and Conditions be void or otherwise unenforceable, this will not affect the validity of the other provisions in these General Ticket Terms and Conditions and/or the Agreement between Eventix and the User and Eventix and the User will enter into consultations in order to agree on a new provision to replace the void/destroyed or unenforceable provision, whereby the parties will as much as possible observe the purpose and purport of the void/destroyed or unenforceable provision.
- 2.4 The applicability of any other general terms and conditions, whether used by the User or any other third party, is expressly rejected.

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2.5 Eventix is entitled to amend these General Ticket Terms & Conditions unilaterally. In the case of amendments to the General Ticket Terms and Conditions, Eventix will inform the User thereof in writing. Organiser declares to agree to these amendments in advance so that the amended General Ticket Terms and Conditions will apply by operation of law to all Services provided by Eventix after notification of the amended General Ticket Terms and Conditions.

3. Eventix services

3.1 The Services offered by Eventix to the User consist of providing the User with access to the use of the Platform for the purchase of (e)Ticket(s) whereby each time per individual purchase of (e)Ticket(s), a direct and once-only Agreement is established between Eventix and the User. When a User purchases an (e)Ticket via the Platform for an event organised by the Organiser, a remote agreement is created between the User and Eventix for the use of the Platform.

3.2 At the moment that the User purchases an (e)Ticket for an event of the Organiser via the Platform, a purchase agreement for (and/or the reservation of) the (e)Ticket(s) comes into being between the User and Organiser, whereby the Organiser acts as the seller and the User as the buyer. The conclusion of this purchase agreement takes place with the intervention of the Platform. Eventix is expressly not a party to the purchase agreement between Organiser and User. The Services of Eventix consist (only) of offering the Services via the Platform. Eventix is never liable for the event organised by Organiser or matters related to it. Organiser's company details will be made available through the Platform.

3.3 Payment of the (e)Ticket by the User takes place via the Platform. After payment, the User will receive (a hyperlink to) the (e)Ticket(s) by email. Payments received by Eventix from the User will be passed on by Eventix to the Organiser, withholding a fee agreed between Eventix and Organiser and subject to further conditions agreed between them.

3.4 The (e)Ticket is an entry ticket to an event organised by Organiser and offered by Eventix to User via the Platform.

3.5 The sales price of the (e)Ticket(s) is made known to the User on the Platform. When purchasing the (e)Ticket(s), the User owes Eventix the amount of the sales price plus any service costs per (e)Ticket. The User can pay for the (e)Ticket(s) online via the payment methods offered on the Platform. The transaction fees for the purchase of (e)Ticket(s) are stated on the Platform. The Organiser may adjust the prices for (e)Ticket(s) at any time. Eventix is under no circumstances liable to the User for interim price changes as implemented by the Organiser, as well as for spelling and/or typing errors relating to the prices stated on the Platform. User cannot hold Eventix to prices of which User should reasonably have expected the offer and/or price to be an obvious or clerical error.

3.6 Users are responsible for informing themselves about the event for which (e) Tickets (s) have

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been purchased. Eventix is not liable for changes, postponement or cancellation of the Organiser's event. In the event of changes, the User must recover any compensation from Organiser.

3.7 Upon purchase of the (e)Ticket(s), a final remote agreement between the User and Eventix and a purchase agreement between the User and the Organiser is established. Due to the nature of the service, it is impossible to dissolve the remote purchase of the (e)Ticket(s). The purchase agreement is irrevocable. The right of withdrawal of Article 6:230o paragraph 1 of the Dutch Civil Code is explicitly not applicable in accordance with the provisions of Article 6:230p under e of the Dutch Civil Code. By accepting these General Ticket Terms and Conditions, the consumer explicitly agrees in advance that the digital content of the (e)Ticket(s) will be made available immediately and that the User waives their right of dissolution.

4. The Platform

4.1 Eventix grants Organiser, and Users access to the Platform and the Services remotely via the internet or another similar and applicable network. When purchasing an (e)Ticket, Eventix will ask the User to enter the following personal data:

- a) first name;
- b) surname;
- c) e-mail;

These data are necessary to make the (e)Ticket(s) available to the User. In addition to the above data, the Organiser may ask the User to share, via the Platform, additional personal data, such as first and last name, place of residence, email address, gender and date of birth.

4.2 When purchasing multiple (e)Ticket(s), the Organiser may ask the User to personalise, via the Platform, each (e)Ticket purchased by entering personal data of the visitors, other than the User, such as first and last name, place of residence, e-mail address, gender and date of birth.

4.3 At a minimum, the User must meet the following requirements:

- a) a User must be reachable by e-mail.

4.4 The User is responsible for and warrants the correctness, completeness and accuracy of all information and data provided to Eventix, including from third parties, and represents that it is lawfully in its possession. Eventix is not liable for late or unclear transmission of information or manifest clerical errors, irrespective of who the information concerns or to whom it is provided.

4.5 Eventix is, under all circumstances and at all times, entitled not to process a purchase of a (e)Ticket through the Platform or to settle it under other conditions. Eventix is entitled to take (additional) technical measures preventing unlawful use or use for purposes other than those agreed upon. Eventix is also entitled, concerning the use of the Services and the Platform, to

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take measures which prevent or limit any liability towards third parties. In the event of (impending) violations of these General Ticket Conditions, Eventix is authorised to deny, limit or suspend Organiser and Users' access to the Services and/or the Platform.

4.6 When purchasing (e)Ticket(s), the User agrees to act in accordance with these General Ticket Terms and Conditions.

4.7 Eventix may take all measures it deems necessary, including but not limited to blocking the sale and/or purchase of (e)Ticket(s) on the Platform and/or (temporarily) disabling or restricting the use of the Platform. More specifically, access to the Platform may be denied or restricted depending on the commercial history of the User and its behaviour on the Platform, all at Eventix's discretion.

4.8 Eventix is entitled, without prior notice, to put the Platform out of operation or restrict its use without giving any reason and without giving rise to any right to compensation towards the User.

5. Refund

5.1 By order of the Organiser, Eventix may proceed with a refund to the User. The reason for a refund plays no role in this.

5.2 In case of a refund, the User will always receive the amount of the (e)Ticket back, subject to deduction of transaction and/or service costs paid by the User (and the fee agreed between Eventix and Organiser).

5.3 Eventix will never proceed with a refund without the cooperation and instruction of the Organiser.

6. Guarantees

6.1 Eventix assumes responsibility for providing Services and/or a Platform in accordance with these General Ticket Terms and Conditions, all in accordance with good practice standards in the relevant industry and using at least reasonable efforts by Eventix. Eventix does not guarantee uninterrupted availability of the Service and/or the Platform, and the User accepts that the Service and the Platform have only the functionality and features as at the time of use by the User.

6.2 Eventix may temporarily put the Service and/or the Platform or any part thereof out of operation for the purpose of (planned and unplanned) maintenance, modification or improvement. Eventix may, from time to time, adjust the functionalities of the Service and/or the Platform.

6.3 The User expressly acknowledges and agrees that the use of the Platform is at the User's own risk. To the extent permitted under Dutch law, Platform is provided "AS IS", with all defects and without any warranty.

6.4 The User indemnifies Eventix against all damage and claims of third parties arising from or

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related to the allegation that any activity of the User is unlawful or in violation of these General Ticket Conditions and/or the Agreement.

7. Personal data processing

7.1 When processing the personal data of Users for the purpose of selling (e)Tickets, the Organiser fulfils the role of the processor. Eventix processes the personal data in this context in the role of processor and only upon the Organiser's instructions. We recommend consulting the Organiser's privacy statement to obtain more information about this processing.

7.2 Eventix may also process personal data for its own purposes in the role of the data controller, for example, to analyse the use of the Platform. More information on the processing of personal data in this context can be found in our privacy and cookie statement, available at https://eventix.nl/documents/2018_NL_privacy_policy.pdf.

8. Intellectual property

8.1 Under these General Ticket Terms and Conditions, Eventix grants the User a revocable, non-exclusive, non-transferable, limited licence to use the Platform.

8.2 Use of the Platform is strictly personal, and the User may not share the Platform with any third party without the prior written consent of Eventix. The User is not allowed to abuse the Platform in any way. The information User provides on the Platform will not violate any laws or regulations. The User will not enter false affiliations with another natural person. Among other things, Organiser is prohibited from:

- a) Threatening or harassing other Users;
- b) Bypassing any geographic or other technical restrictions imposed on the Service or Platform by Eventix;
- c) Removing or altering any proprietary rights, trademarks or other logos affixed or contained in the Services;
- d) Using the Platform or the Services for commercial purposes or other purposes not expressly approved by Eventix;
- e) Impeding or restricting other Users' access to or use of the Platform or the Services;
- f) Services, except to the extent such acts cannot be excluded under applicable law, without our express prior written consent;
- g) not intentionally testing the security of the Platform or the Services without Eventix's express prior written consent.

8.3 Eventix reserves the right to modify, suspend or discontinue, temporarily or permanently, the Platform or any other service for maintenance, without Eventix being liable to the User.

8.4 All intellectual property rights relating to the Platform, including but not limited to the source codes, websites, portal data files, trademarks, designs and copyrights relating to the graphical user interface, are held exclusively by Eventix. Except as expressly stated in these General Ticket Terms and Conditions, no other rights or licences regarding intellectual property rights are granted or implied.

8.5 Eventix has taken technical measures to protect the Platform. The User is not permitted to

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remove or circumvent such technical measures or to have such technical measures removed or circumvented. If removal or circumvention of technical measures has occurred, the consequence will be an immediate suspension of the use of the Platform and notwithstanding Eventix's right to claim full damages.

9. Liability

- 9.1 Except in cases of wilful misconduct or gross negligence on the part of Eventix, Eventix shall not be liable to User for; any damage suffered by User as a result of the use of the Platform, the performance of the purchase agreement between the User and the Organiser, any implied warranty, any condition or other term, processing of personal data, breach of any obligation of Organiser as an individual processing controller (caused by the negligence of Eventix, its employees or agents or otherwise) and/or misuse of the Platform.
- 9.2 Eventix shall not be liable for indirect damage to the User, including but not limited to loss of profit, loss of goodwill, loss of relationships resulting from any delay, loss of data, missed savings, damage due to business stagnation, damage caused by intent or deliberate recklessness of auxiliary persons, etc., however, called and by whomsoever suffered.
- 9.3 In cases where Eventix, despite the provisions of these General Ticket Terms and Conditions, is nevertheless liable to the User for any damage or loss, the total cumulative liability of Eventix under these General Ticket Terms and Conditions shall not exceed EUR 500 (five hundred Euros).

10. Duration and termination

- 10.1 The Agreement is entered into for an indefinite period. The Agreement may be terminated in writing by either party at any time.
- 10.2 Eventix has the right to terminate the Agreement with immediate effect without any further notice of default being required and without Eventix becoming liable to the User for damages in the event that the User acts in breach of the provisions of the Agreement and/or these General Ticket Terms and Conditions.
- 10.3 Each of the parties is entitled to dissolve the Agreement with immediate effect, in the event of an attributable failure in the fulfilment of the Agreement on the part of the other party, after written notice of default to that effect, in which a reasonable term is given to still properly fulfil the Agreement.
- 10.4 In case the User has already received performance in the execution of the Agreement upon termination of the Agreement, such performance and the related payment obligation shall not be subject to undoing. Amounts that Eventix has charged to the User prior to the dissolution shall remain due to Eventix in full and shall become immediately due and payable upon termination.
- 10.5 Upon termination of the Agreement, Eventix is entitled to immediately deny the User all

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access to the Services and/or the Platform, and Eventix will delete or make inaccessible all stored data, including any (e)Ticket(s). In such case, Eventix is never obliged to provide the User with a copy of the (e)Ticket(s).

11. Applicable law and disputes

- 11.1 Only Dutch law applies to these General Ticket Terms and Conditions.
- 11.2 All disputes arising from or in connection with the Agreement and/or these General Ticket Terms and Conditions will be submitted exclusively to the competent court in 's-Hertogenbosch.

12. Contact details

- 12.1 If the User has any questions about these General Ticket Conditions, please contact Eventix at: Eventix B.V. Jan van Lieshoutstraat 23, 5611EE, Eindhoven, The Netherlands Telephone: (+31) 0858883007, E-mail: info@eventix.nl.