

## 1. Definitions

The following definitions apply in these general terms and conditions:

- **Eventix BV**, the entity that offers its ticket sale service under the name “Eventix”, hereinafter referred to as Eventix and established on Horsten 1, 5612AX in Eindhoven, registered at the Chamber of Commerce under number 64925536.
- **Client**: the organiser who acts in the exercise of a profession or company for organising events.
- **Ticket service platform**: the SaaS application developed by Eventix where the User can buy Ticket(s) from Eventix as broker of the Client.
- **Agreement**: the agreement concluded between de Client and Eventix with respect to the use of the Ticket service platform.
- **Ticket(s)**: the entry ticket for an event organised by or on behalf of the Client that is sold by Eventix to the User via the Ticket service platform.
- **User**: the natural person and/or legal entity which uses the Ticket service platform to buy Ticket(s) from Eventix for an event organised by or on behalf of the Client.

## 2. Applicability of the general terms and conditions

2.1 Accepting an offer from Eventix entails that you accept these general terms and conditions.

2.2 The terms and conditions of the Client as well as the terms and conditions of the holders of the location of an event can be applicable on this Agreement. In case of conflict between the provisions from the various terms and conditions and these general terms and conditions, the provisions from these general terms and conditions will prevail.

2.3 Deviating from the provisions in these general terms and conditions is only possible in writing, in which case the other provisions remain in full force.

2.4 These general terms and conditions also apply on the execution of agreements with Eventix where third parties must be involved by or on behalf of Eventix.

## 3. Pre-contractual stage

3.1 All quotations issued by Eventix or any offer made otherwise will be valid for a period of maximum 30 days. After expiry of this period the counterparty can invoke the quotation (offer). Eventix cannot be bound to its quotation (offer) by the counterparty if it is apparent or should have been apparent to this party that the quotation or offer made in its entirety or on a part thereof contains an obvious mistake or error.

#### **4. Ticket service platform**

4.1 The Ticket service platform ensures that Ticket(s) for an event organised by the Client are offered by Eventix to Users via the Ticket service platform. In addition, the Ticket service platform ensures that by-products can be offered to Users. When a User buys a ticket via the Ticket service platform of the Client, a remote agreement is concluded between the User and Eventix. There is no direct contractual relationship between the User and the Client. The Client will organise the event for his account and risk.

4.2 Eventix provides the Ticket service platform as SaaS service to the Client and the User. The Client is not allowed to let third parties use the services provided by Eventix.

4.3 Eventix grants the Client access to the use of the Ticket service platform if and insofar as this is necessary for the compliance with the obligations included in the Agreement.

4.4 The Ticket Service platform is - partly with a view to maximising Tickets to be sold - managed and maintained by Eventix at the expense of Eventix and, where necessary, repaired in accordance with the requirements of good workmanship.

4.5 If applicable Eventix provides, on its own accord and if reasonably possible under applicability of these general terms and conditions, new versions of the Ticket service platform to the Client.

4.6 The Ticket(s) are bought and sold via the Ticket service platform where the User acts as buyer and Eventix as seller of the Ticket(s).

#### **5. Payments for tickets**

5.1 All payments by the User in connection with the sale of Tickets via the Ticket service platform – based on an authorisation thereto from the Client to Eventix as a result of concluding an Agreement – are made to an escrow account.

5.2 The payments made by the Users and received by Eventix on the escrow account as referred to in article 5.1 are – with deduction of the fee agreed with the Client as referred to in article 6 of these general terms and conditions – transferred by Eventix, within a period to be agreed, to a bank account to be specified by the Client.

5.3 The Client guarantees towards Eventix that the General Ticket Terms and Conditions Eventix B.V. are accepted by the User.

#### **6. Rates and payment**

6.1 Eventix charges the following costs to the Client:

- a) costs of the Ticket sold via the Ticket service platform are charged as agreed in the quotation.  
The costs depend, among other things, on the service level chosen by the Client.
- b) costs for any additional services.

6.2 The rates for additional services are determined further with the Client in the Agreement.

6.3 Rates include VAT only with regard to the fee per Ticket as referred to in article 6.1 sub b of these general terms and conditions and do not include VAT with regard to the use of, for example, hardware and other services of Eventix, as well as any additional costs, even if these are unforeseen costs.

6.4 Eventix has the right – if there is reason thereto – to adjust the rates interim. The Client declares in advance to agree with a reasonable adjustment.

6.5 Not any cost-increasing event that may occur in the relationship between the Client and the User can be passed on to Eventix.

6.6 Payment of the rates charged by Eventix to the Client is made in the way as referred to in article 5.2 of these general terms and conditions. In case full or partial settlement is not possible, Eventix will inform the Client about this. The Client is then obliged to immediately pay the outstanding rate amount.

6.7 Charged rates are explicitly due if the Client, for whatever reason, decides to fully or partially refund the costs of the entry ticket to the User.

6.8 Eventix reserves the right to create tickets free of charge for the relevant event to check the activities, provided that the maximum number of sold tickets are not exceeded with this. An absolute maximum of 2 (in words: two) tickets per event is applicable for this.

6.9 If a Client uses the Ticket service platform for a free event the right to service and support for the relevant event is cancelled.

## **7. Reporting**

7.1 Eventix is obliged towards the Client to provide insight, if requested, into the volume and status of the Tickets sales between the User and Eventix.

7.2 If requested, Eventix will make every single transaction between the User and Eventix clear to the Client.

7.3 Any invoices, reports, notifications and other communication between parties are done digitally, via email and/or publication on a secure or unsecured section of the Eventix website.

## **8. Privacy and personal data**

8.1 Because this is necessary for the execution of the Agreement, the Client will Inform Eventix how the Client will fulfil his obligations based on the General Data Protection Regulation (hereinafter: “**GDPR**”).

8.2 The Client indemnifies Eventix against claims of persons whose personal data is registered or processed in the context of the person registration that is kept by the Client or for which the Client,

based on the GDPR, is otherwise the controller, unless the Client proves that the facts on which the claim is based are attributable to Eventix.

8.3 With respect to processing personal data both the Client as Eventix is individual controller, the personal data is processed both inside the own organisation as by processors, the Users are the data subjects, all this as stipulated in the GDPR.

8.4 The responsibility for the personal data that is processed by the Client with the use of the Ticket service platform, with the execution of the Agreement or another service of Eventix, lies fully with the Client. The Client guarantees towards Eventix that the content, the use and/or processing of the personal data is not unlawful and does not violate any right of a third party. The Client indemnifies Eventix against any legal claim of a third party, for whatever reason, in connection with this personal data or the execution of the Agreement.

8.5 Eventix processes personal data in accordance with the Privacy and Cookie policy which can be consulted via: [http://eventix.nl/documents/select.php?doc=privacypolicy&lang=nl\\_NL](http://eventix.nl/documents/select.php?doc=privacypolicy&lang=nl_NL).

## **9. Providing (company) data**

9.1 The Client undertakes to immediately provide Eventix with all information that Eventix considers necessary for the optimal functioning of the Ticket service Platform in a manner to be indicated by Eventix.

## **10. Intellectual property**

10.1 Both Eventix as the Client reserve all rights of intellectual property on the works that they put in and/or are used and/or are provided in the context of the execution of the Agreement. Unless otherwise explicitly agreed in writing between the parties, there will be no transfer of intellectual property based on these general terms and conditions or pursuant to the Agreement.

## **11. Indemnification**

11.1 The Client indemnifies Eventix against all claims of third parties due to damage as a result of the Client providing incorrect or incomplete information.

11.2 The Client indemnifies Eventix, at the first request, if Eventix is held liable, in whatever way, by or on behalf of the User, in connection with the content and/or the proper or improper execution of an event. For example, in case of cancellations, as well as the associated communication of the Client to the User, or any other possible form of failure and/or unlawful actions of the Client towards the User.

11.3 Eventix has the right to recover all costs it has made in and out of court in connection with the legal and/or financial disputes arisen between the User and the Client, from the Client.

## 12. Liability

12.1 Parties are only liable to the extent as this appears from the Agreement or from these general terms and conditions.

12.2 Liability of Eventix due to an accountable failure in the compliance with the Agreement only arises if the Client gives Eventix a written notice of default as soon as possible, in which a reasonable period is stated to resolve this failure and if Eventix also remains to fail to comply with its obligations after this period. All this does not affect the rights of the Client pursuant to article 13.1.

12.3 The total liability of Eventix due to an accountable failure in the compliance with the Agreement, the use of the Ticket service platform or for whatever legal ground, explicitly including any failure in the compliance with a guarantee obligation agreed with the Client, is limited to compensation of direct damage to the maximum amount of the price stipulated for the Agreement. In no event shall the total liability of Eventix for direct damage, on any legal basis, exceed € 50,000.

12.4 Eventix is not liable for damage of the Client, in whatever shape or form, due to refunds and/or complaints – for whatever reason – of Users. The direct or indirect damage as a result of this is borne by the Client. Eventix has the right to settle refunds and/or complaints with the Client with other current payments of Users via Eventix.

12.5 Eventix is only liable towards the Client for damage or loss as a result of non, late or improper compliance with the Agreement and/or other contractual obligations, insofar as this damage is caused by intent, conscious recklessness or gross negligence of Eventix or third parties engaged by Eventix.

12.6 Eventix is not liable for indirect damage, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to company stagnation, damage as a result of claims of Users against the Client.

12.7 Eventix is not liable for damage that is the direct or indirect result of malfunctions or maintenance of the computers or (electronic) systems or mobile equipment it uses.

12.8 Eventix is not liable for damage that is the direct or indirect results of Ticket (s) falsified by Users or third parties or any other type of misuse or unlawful use of Tickets by Users or third parties.

12.9 The liability restrictions referred to in these general terms and conditions are also stipulated on behalf of third parties engaged by Eventix, that can therefore appeal to this liability restriction.

12.10 The condition for being entitled to any damage compensation is always that the Client must report the damage to the supplier in writing, as soon as possible after this has occurred. Any claim for damage compensation against Eventix expires by the mere lapse of twenty-four months after the claim arises, unless the Client has initiated a legal claim for damage compensation before this period expires.

### **13. Termination**

Termination is possible if:

- one of the parties is declared bankrupt, has been granted suspension of payment, is dissolved or liquidated, the business operations are cancelled or transferred abroad, or the creditors have been offered a private agreement or another way of remediation of debts is effected;
- one of the parties, after written notice of default by registered post, remains in default for more than seven days to comply with its obligations from the Agreement;
- the Client uses the Ticket service platform for another purpose than for which Eventix has provided the Ticket service to the Client in accordance with the agreements made;
- the Client, himself or with the help of third parties, tries, in whatever way, to implement changes to the Ticket service platform;
- the Ticket service platform is directly or indirectly used by the Client to conclude agreements with Users that due to their content or scope are in breach with the law, good ethics or public order, or agreements that due to the content or scope qualify as offensive or fraudulent, which, by exclusion, to be assessed by Eventix.

### **14. Force majeure**

14.1 In a Force majeure situation, which means that there is non-compliance of one of the parties which cannot be attributed to this party, because it is not due to the fault of that party, nor by law, legal act or general acceptance is this for its account and the period of force majeure continues for more than 14 days, both parties have the right to dissolve the agreement, without there being any obligation to pay damage compensation.

14.2 Parties agree that there is in any case force majeure as referred to in article 14.1 in the following cases:

- in the event of failure or delay in performance - other than as a result of intent or deliberate recklessness on the part of Eventix – due to destruction, in whatever way, of servers, back-ups and other equipment used by Eventix, as well as malfunctions in telephone and internet traffic;
- in the event of failure or delay in performance on the side of Eventix as a result of sabotage - with or without terrorist intent – of third parties, including actions of so-called ‘hackers’ and/or ‘crackers’.

## **15 Choice of forum**

15.1 The legal relationship between the Client and Eventix is subject to Dutch law. The Court of Amsterdam has exclusive jurisdiction to hear all disputes between the Client and Eventix, with the understanding that Eventix remains entitled to sue the Client in court before a judge who would have jurisdiction of disputes between the Client and Eventix without the above choice of forum.